

472

PENDLETON COUNTY FISCAL COURT
November Term, November 11th, 2008

COURT MET PURSUANT TO ADJOURNMENT
With
HONORABLE HENRY BERTRAM, COUNTY JUDGE/EXECUTIVE
Presiding

MEMBERS PRESENT: Bobby Fogle, Gary Veirs, Alan Whaley

MEMBERS ABSENT: Stacey Wells

COUNTY ATTORNEY: Jeff Dean

Invocation was given by Jeff Dean, Pledge Allegiance lead by Judge Bertram

In Re: Agenda

Judge Bertram presented the agenda for this meeting and ask that the following amendments be made: item 8A Northern Pendleton Fire Department, item 10A Jailers car request, item 12A Transportation Department's additional funding. Squire Whaley made a motion to accept the agenda as amended, seconded by Squire Fogle, motion carried.

In Re: Approval of Minutes

Fiscal Court Clerk, Vicky King, presented minutes from the regularly scheduled meeting of October 28th and the Special called meeting of November 5th to the court. Squire Veirs made a motion to accept both sets of minutes, seconded by Squire Whaley, motion carried.

In Re: Presentation of Treasurer's report

Pendleton County Treasurer, Vicky King, submitted a written report for the month of October 2008. This report was submitted for review, final determination to be made at the next regular Fiscal Court Meeting.

In Re: Sheriff's 2009 Budget Proposal

Sheriff Craig Peoples presented his office budget for calendar year 2009 to the Fiscal Court. After a short discussion Squire Fogle made a motion to approve the budget as presented, seconded by Squire Veirs, motion carried.

Form For Budget, Cumulative Quarterly Report and Annual Settlement For Calendar Year 2009

_____ Pendleton _____ County Sheriff

Part One - Summary and Reconciliation of All Accounts

Show & Describe All Accounts	Column 1	Column 2	Column 3	Column 4	Column 5
	2009 Fee Account Budget Estimate	2009 Fee Account Cumulative Actual	Account (NOT FEE ACCOUNT)	Account (NOT FEE ACCOUNT)	Account (NOT FEE ACCOUNT)
1. Total Est. Receipts YTD	\$716,800.00				
2. Total Disbursements YTD	\$669,500.00				
3. Book Balance/Excess Fees	\$47,300.00				
4. Bank Statement Balance					
5. Plus Deposits in Transit					
6. Less Outstanding Checks					
7. Other					
8. Reconciled Bank Balance					
9. Accounts Receivable as of 12/31					
10. Unpaid Obligations as of 12/31					
11. Excess Fees					

Instructions: This form is the required format for the budget and the quarterly report. BUDGET: After completing the budget estimate columns of Parts One, Two and Three, submit to the fiscal court for approval by January 15th and following approval submit to the state local finance officer. QUARTERLY REPORT: The quarterly report is cumulative. Show the status of all funds in the official's charge during calendar year to date in Part One. Line 1 Show total receipts on a cash basis for the year to date including any beginning balances for all accounts. Show current year fee account in COLUMN 2 as calculated in Part Two of report. Line 2 Show total disbursements on a cash basis for the year to date for all accounts. Show current year fee account in COLUMN 2 as calculated in Part Two of report. Line 3 Show difference between lines 1 and 2 for all accounts. Line 4 Show bank statement balance(s) at close of quarter. Line 5 Show total deposits made prior to close of quarter that are not reflected in bank statement(s). Line 6 Show total amount of checks issued prior to close of quarter that are not reflected in bank statement(s). Line 7 Show investments. Line 8 Show line 4 adjusted for lines 5, 6, and 7. Line 8 should equal line 3 for all accounts. Line 9 Complete for quarter ending 12/31. Show calculation in Part Two of report. Line 10 Complete for quarter ending 12/31. Show calculation in Part Three of report. Line 11 Complete for quarter ending 12/31. Show line 8 adjusted for lines 9 and 10. All debt to be shown in Part Four. Report due to: State Local Finance Officer, 1024 Capital Center Drive, Suite 340, Frankfort, KY 40601-2004 by the 30th day following the close of each quarter. Fax # 502-673-3713 / Tlx # 502-573-3710.

Approved by the fiscal court on the ____ day of _____, 20__.

County Judge/Executive Date

To the best of my knowledge the information reported herein for the budget/quarter ended _____ is accurate and complete.

Signature of County Sheriff Date

Part Two Receipts	Budget Estimate	1/1 thru 3/31	4/1 thru 6/30	7/1 thru 9/30	10/1 thru 12/31	Total YTD	
1. School Resource Officer	28,000.00						
2. State Grants							
3. State - KLEFFP	18,000.00						
4. State Fees for Services(courttime)	\$10,000.00						
5. Miscellaneous	\$6,500.00						
6. Transport Deputies	\$64,000.00						
7. Circuit Clerk							
8. Sheriff Security Services	\$12,000.00						
9. Courthouse General Fund	\$9,000.00						
10. Court Ordered Payments							
11. Fiscal Court (includes Election Costs)							
12. County Clerk (independent teams)	\$16,000.00						
13. Commissions on Taxes Collected	\$240,000.00						
14. Fees Collected for Services							
15. Auto Inspections	\$4,000.00						
16. Accident/Police Reports	\$300.00						
17. Serving Papers	\$35,000.00						
18. CCDW	\$4,000.00						
19. Vehicle Loan Crw.Vic	\$26,000.00						
20. Gas fr. Prisoner Transport	\$12,000.00						
21. Interest Earned	\$6,000.00						
22. Total Revenues							
23. 10% add on taxes	\$21,000.00						
24. Salary Adv. For January	\$15,000.00						
25. State Advancement	\$190,000.00						
26.							
27. Total Receipts (Total Rows 22 through 26)	\$716,800.00						

Copy the figures shown on line 27 in the Budget Estimate column to the Summary on page 1, column 1, line 1. Copy the figures shown on line 27 in the Total YTD column to page 1, column 2, line 1. Copy the figures shown on line 27 in the Budget Estimate column to the Summary on page 1, column 1, line 1. Copy the figures shown on line 27 in the Total YTD column to page 1, column 2, line 1. Copy the figures shown on line 27 in the Budget Estimate column to the Summary on page 1, column 1, line 1. Copy the figures shown on line 27 in the Total YTD column to page 1, column 2, line 1.

Part Two Receipts	
1. School Resource Officer	
2. State Grants	
3. State - KLEFFP	
4. State Fees for Services(courttime)	
5. Miscellaneous	
6. Transport Deputies	
7. Circuit Clerk	
8. Sheriff Security Services	
9. Courthouse General Fund	
10. Court Ordered Payments	
11. Fiscal Court (includes Election Costs)	
12. County Clerk (independent teams)	
13. Commissions on Taxes Collected	
14. Fees Collected for Services	
15. Auto Inspections	
16. Accident/Police Reports	
17. Serving Papers	
18. CCDW	
19. Vehicle Loan Crw.Vic	
20. Gas fr. Prisoner Transport	
21. Interest Earned	
22. Total Revenues	
23. 10% add on taxes	
24. Salary Adv. For January	
25. State Advancement	
26.	
27. Total Receipts (Total Rows 22 through 26)	

27 in the Budget Estimate column to

Part Three Disbursements	Budget Estimate	1/1 thru 3/31	4/1 thru 6/30	7/1 thru 9/30	10/1 thru 12/31	Total YTD	Unpaid Obligations 12/31	Settlement Total
1. Personnel Services								
2. Sheriff's Const Salary	72,000.00							
3. Detention Const Salaries	74,800.00							
4. Part Time Const Salaries	\$16,000.00							
5. Secretary Salaries	\$23,800.00							
6. Court Const	\$10,000.00							
7. Transport Salaries	\$64,000.00							
8. Employee Benefits								
9. Employer's Share Social Security								
10. Phone Allowance	\$3,000.00							
11. KLEPP	\$18,000.00							
12. School Resource Officer	\$43,600.00							
13. Training Fringe Benefits (HR&I)	\$2,700.00							
14. Contracted Services								
15. Advertisements	\$400.00							
16. Vehicle maintenance and repairs	\$10,000.00							
17.								
18. Supplies and Materials (include those with budget category)								
19. Office Materials and supplies	\$3,700.00							
20. Uniforms	\$4,000.00							
21. Gasoline	\$35,000.00							
22. Mobile Phones	\$1,500.00							
23. Courthouse General Fund	\$8,000.00							
24. Amputation	\$1,800.00							
25. Other Charges (non-recurring, non-recurring, non-recurring items)								
26. Commuted/Training	\$7,500.00							
27. Data	\$600.00							
28. Postage	\$800.00							
29. Office Phones	\$2,100.00							
30. Miscellaneous	\$6,500.00							
31. CCEW Fees	\$4,000.00							
32. K-9	\$1,000.00							
33. Computer/Printer	\$3,500.00							

Part Three Disbursements	Budget Estimate	1/1 thru 3/31	4/1 thru 6/30	7/1 thru 9/30	10/1 thru 12/31	Total YTD	Unpaid Obligations 12/31
34. Uniform-Court Security	\$2,500.00						
35. Uniform-Alex	\$3,500.00						
36. Radio	\$1,200.00						
37. Range Instructor	\$1,500.00						
38. Court Security Salary	\$10,000.00						
39.							
40. Debt Service (cheapened money, interest, fees/fees/fees)							
41. State Advancement	\$190,000.00						
42. Bank Loan January Salary	\$15,000.00						
43. Interest							
44.							
45. Capital Outlay (outright purchases of tangible items having a useful life)							
46. Office Equipment	\$1,500.00						
47. Vehicle	\$26,000.00						
48. Accreditation							
49. Subtotal from Page 1	\$418,300.00						
50. Total	\$669,500.00						
For officers that fee pool, pay fees to county prior to December 31, or counties over 70,000 in population, show payments on appropriate line below.							
51. Payments to County Treasurer							
52. Payments to State Treasurer							
53. Total Disbursements (total lines 50, 51, and 52)							

Copy the figures shown on line 53 in the Budget Estimate column to the line below on page 1, column 1, line 3. Copy the figures shown on Line 53 to the Total YTD column on page 1, column 2, line 3. Copy the figures shown on Line 53 to the Unpaid Obligations column on page 1, column 3, line 3.

Part Three Disbursements	Settlement Total
34. Uniform—Court Security	
35. Uniform—Alex	
36. Radio	
37. Range Instructor	
38. Court Security Salary	
39.	
40. Debt Service (bonded money, interest, bond/put/lease)	
41. State Advancement	
42. Bank Loan January Salary	
43. Interest	
44.	
45. Capital Outlay (Control purchase of tangible items for	
46. Office Equipment	
47. Vehicles	
48. Accreditation	
49. Subtotal from Page 1	
50. Total	
For offices that fee pool, pay fees to county prior to December	
51. Payments to County Treasurer	
52. Payments to State Treasurer	
53. Total Disbursements (Total lines 34, 51, and 52)	

where fee

Part Four - Liabilities Outstanding

Quarter ended _____

Multityear Issues	Where Budgeted	Issue	Totals
Description			
Term (# of Years)			
Current Interest Rate			
Issue Date			
Total Principal Amount			
Total Interest Amount			
Total Issue			
Principal Balance Remaining			
Interest Balance Remaining			
Less Reserve Earnings			
Net Outstanding			
Next Payment Date			
Next Payment Amount			
Final Payment Date			
Short Term Liabilities	Where Budgeted	Issue	Totals
Description			
Term			
Current Interest Rate			
Issue Date			
Total Principal Amount			
Total Interest Amount			
Total Issue			
Principal Balance Remaining			
Interest Balance Remaining			
Total Outstanding			
Next Payment Date			
Next Payment Amount			
Final Payment Date			
Total Outstanding Debt			

Comments:

Charles William Peoples SHERIFF
PENDLETON COUNTY, KY
STATEMENT OF AMOUNT TO BE ADVANCED EACH MONTH
IN 2009

MONTH	ESTIMATED EXPENSES	ESTIMATED RECEIPTS	ESTIMATED ADVANCEMENT
JANUARY	60,000	50,000	17,030
FEBRUARY	85,000	70,000	17,030
MARCH	71,000	52,000	17,030
APRIL	55,000	63,000	17,030
MAY	45,000	37,900	17,030
JUNE	50,000	55,000	17,030
JULY	46,000	30,000	17,030
AUGUST	60,000	26,900	17,030
SEPTEMBER	54,000	42,000	17,030
OCTOBER	40,500	163,000	0.00
NOVEMBER	54,500	50,000	0.00
DECEMBER	54,500	77,000	0.00
TOTALS	669,500	716,800	190,000

I hereby certify, to the best of my knowledge, the above is a true estimate of the amount needed to be advanced each month for the operation of the sheriff's office of Pendleton County.

SHERIFF

APPROVAL MUST BE MADE BY FISCAL COURT,

APPROVED THIS DAY OF COUNTY, 20.

COUNTY JUDGE/EXECUTIVE

ANNUAL ORDER SETTING MAXIMUM AMOUNT
FOR DEPUTIES AND ASSISTANTS

Pursuant to KRS 64.530(3), "...The fiscal court shall fix annually the maximum amount, including fringe benefits, which the officer may expend for deputies and assistants...". The fiscal court of Pendleton County in compliance with state law hereby sets the maximum amount which the Sheriff (specify county clerk or sheriff) of Pendleton County may expend from fees during calendar year 2009 at \$ 232,200.00 for deputies, assistants and other employees. The maximum amount as set includes all amounts paid from fees for:

- ☒ Full time salaries and wages
- ☒ Overtime wages
- ☒ Part time salaries and wages
- ☐ Vacation and Sick leave
- ☐ Health Insurance
- ☐ Insurance other than health
- ☐ Employer match SS/Retirement
- ☒ Other: KLEPF/Jail Fund
- ☒ Other: School Resource Officer

Motion made by , seconded by

Vote

Signed Fiscal Court Clerk

Date

PENDLETON COUNTY SHERIFF
FALMOUTH PENDLETON COUNTY, KY

BUDGET FOR 2009

ESTIMATED RECEIPTS: \$ 716,800.00
ESTIMATED EXPENSES: \$ 669,500.00

	AVERAGE PER MONTH	YEAR
SALARIES: SHERIFF	6,000.00	72,000.00
DEPUTIES	8,864.08	106,369.00
CLERK	1,983.33	23,800.00
OFFICE SUPPLIES	308.33	3,700.00
POSTAGE	66.67	800.00
FUEL	2,916.67	35,000.00
COURT SECURITY	833.33	10,000.00
PHONE ALLOWANCE	250.00	3,000.00
AUTO EXPENSE	833.33	10,000.00
OFFICE PHONE	175.00	2,100.00
MOBILE PHONE	125.00	1,500.00
UNIFORM EXPENSE	833.33	10,000.00
OVERTIME EXPENSE	833.33	10,000.00
KLEFF	1,500.00	18,000.00
TOTAL ESTIMATED EXPENSES	\$ 25,522.40	\$ 303,269.00

I hereby certify, to the best of my knowledge, the above budget represents a true and correct budget of expenses which my office will incur during the calendar year 2009.

SHERIFF

APPROVAL BY THE FISCAL COURT OF _____ COUNTY.
APPROVED THIS THE _____ DAY OF _____ 20____

COUNTY JUDGE/EXECUTIVE

In Re: Update on environmental study on the Stolle Building

Mr. Bill Mitchell presented the Fiscal Court with details of the environmental study done by the state on the Stolle Building. The Phase I, and Phase II environmental studies showed the area was remarkably clean. These studies were done in preparation for a Brownfield Grant application and being no significant contamination the site is not eligible for Grant funds. The report however, did show floor tiles that contain asbestos and some lights that contain mercury. This was for information purposes only, three (3) items were discussed as follows: 1.) Do nothing at this time, 2.) Do an RFP for a firm to remove all known contaminants, and another to demolish and remove the structure, 3.) do an RFP for one (1) firm to do contamination removal and demolish and remove the structure.

No action taken at this time.

In Re: Northern Pendleton Fire Department Proposal

Mr. Keith Gunkel presented the Fiscal Court with a proposal from the Northern Pendleton Fire Department for providing ambulance service to the county. Mr. Gunkel read aloud this proposal, and discussion was held. This was for informational purposes only, no action taken.

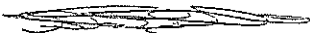
In Re: First Reading on the amended Dispatch Policies and Procedures Ordinance

Judge Bertram presented the court with a copy of the amended Dispatch Policies and Procedures Ordinance, and stated that Squire Wells had sent a letter to the court members in his absence, stating that he could not support item #33 on page 10 of the manual pertaining to no smoking anywhere inside the Emergency Operations Building, he believes there should be a designated area within the building for those employees and visitors wishing to smoke. Judge Bertram read the Ordinance amending the Dispatch Policies and Procedures manual.

Fiscal Court

I apologize for not being able to attend the Fiscal Court meeting 11-11-08. I have a concern in the Pendleton County Dispatch Departmental Policy and Procedures. Page 10 number 33 that reads,(There is no smoking at any time or anyplace within the Emergency Operations Center/Dispatch Building, smoking will only be conducted outside the building.) I fill there should be a designated area within the building for smoking. I wouldn't be able to support #33 page 10 in this policy and procedures the way it reads now.

Thanks


Stacey E. Wells
Magistrate Dist. 4
11-07-08

(9)

ORDINANCE
OF
THE FISCAL COURT OF PENDLETON COUNTY
COMMONWEALTH OF KENTUCKY

ORDINANCE NO.330._____

AN ORDINANCE RELATING TO THE AMENDMENT OF PENDLETON
COUNTY DISPATCH DEPARTMENTAL POLICY AND PROCEDURES

Whereas, the Pendleton County Dispatch has been operating under Policies and Procedures a set forth in Ordinance No. 330.5, and

Whereas, the employment at the Pendleton County Dispatch has unique considerations which impact upon attendance, behavior, and discipline, reflecting the crucial nature of such operations, and

Whereas, the supervisor of the Pendleton County Dispatch Center has developed and requested the enactment of an updated version of the document entitled "Pendleton County Dispatch Departmental Policy and Procedures,"

NOW THEREFORE:

Be it ordained by the Fiscal Court of the County of Pendleton, Commonwealth of Kentucky:

SECTION ONE

The Pendleton County Dispatch Departmental Policy and Procedures dated November 11, 2008 (To coincide with Pendleton County Administrative Code) shall hereafter apply to and bind all county employees working in the operation known as the Pendleton County Dispatch.

SECTION TWO

Said Policy and Procedures are adopted by reference and shall not be set forth verbatim herein; same may be found in the office of the County Judge Executive, Courthouse 233 Main Street, Falmouth, Kentucky.

SECTION THREE

Said Policy and Procedures shall be incorporated into or shall be appended to the Pendleton County Administrative Code.

SECTION FOUR

Notwithstanding the contents of said Policy and Procedures, where there is a conflict between said Policy and Procedures and the provisions of the currently prevailing "Chapter 3- Personnel Administrative (Policy & Procedures)" of the Pendleton County Administrative Code, with respect to demotion, termination, leave, attendance, holiday pay, overtime, and other fringe benefits then the provisions of the latter shall control.

SECTION FIVE

Pendleton County Ordinance No. 330.5 as adopted on _____ is hereby superseded and repealed in full by this Ordinance.

This Ordinance shall be in full force and effect from and after its passage and publication, according to law.

Dated this _____ day of _____, 2008.

Henry W. Bertram
Pendleton County Judge/Executive

Attest:

Vicky King
Pendleton County Court Clerk

First Reading: _____
Second Reading: _____
Passage: _____
Publication: _____

In Re: First Reading of the Amended County Nuisance Ordinance

County Attorney Jeff Dean presented and read in summary form the Ordinance amending the County Nuisance Ordinance.

/ D

COUNTY OF PENDLETON, KENTUCKY

ORDINANCE NO. 1010.1

Nuisance

AN ORDINANCE RELATING TO AND AMENDING SECTION 3 (b) OF PENDLETON COUNTY ORDINANCE 1010.0 DESIGNATING AS UNLAWFUL AND DECLARING CERTAIN CONDITIONS A PUBLIC NUISANCE

BE IT ORDAINED BY THE FISCAL COURT, COUNTY OF PENDLETON, as follows:

Section 3 of Pendleton County Ordinance 1010.0 as adopted on January 5, 2005 is hereby repealed in full. A new Section 3 is hereby adopted in its place and incorporated by reference into Ordinance 1010.0 to read as set forth herein below:

Section 3. Certain Conditions Declared A Nuisance.

It shall be unlawful for the owner, occupant, or person having control or management of any land within Pendleton County to permit a public nuisance to develop thereon, or to suffer the continued existence of any public nuisance which shall have developed or been created, in whole or in part. The following conditions are declared to be public nuisances:

(a) Dwellings. Dwellings being used as a residence, determined to be unfit for human habitation as determined by official action or designation of the local health inspector or County building inspector.

(b) Dangerous buildings adjoining public ways. Any building, house or structure that poses a threat of a fire hazard or poses serious threat to the life, limb, or property of persons upon the public streets materially interferes with the peaceful enjoyment by owners or occupants of adjacent property.

(c) Dangerous trees or stacks adjoining public ways. Any tree, stack or other object standing in such a condition that it poses a serious threat of endangering the life, limb, or property of, or causing hurt, damage, or injury to persons or property upon public streets or public ways adjacent thereto, by the falling thereof or the falling of parts thereof.

(d) Dilapidated Building. Any building, house or structure which is so out of repair and dilapidated that it poses a serious threat of a fire hazard or which due to lack of adequate maintenance or neglect, endangers the public health, welfare, or

safety, or materially interferes with the peaceful enjoyment by owners or occupants of adjacent property.

(e) Accumulation of rubbish. An accumulation on any premises of filth, refuse, trash, garbage, or other waste material which poses a serious threat of danger to the public health, welfare, or safety, or materially interferes with the peaceful enjoyment by owners or occupants of adjacent property because of the danger of its catching or communicating fire, its attracting and propagating vermin, rodents, or insects, or its facilitating the blowing of trash onto public or other private property.

(f) Noxious odor or smoke. Odor, dust, smoke or other matter which unreasonably interferes with the ordinary health and general welfare of other citizens in the vicinity of the source of same; this subsection shall not apply to any such emissions related to business activities which are regulated by State or Federal authorities and when the emissions are within guidelines or limits prescribed by the same.

(g) Noxious Noise. Noise which unreasonably detracts from the enjoyment by persons of their personal or real property in the vicinity of the source of same; this subsection shall not apply to any noise emissions related to business activities which is regulated by State or Federal authorities and when the noise emission is within guidelines or limits prescribed by the same.

(h) Open wells. Open, uncovered, or insecurely covered cisterns, cellars, wells, vaults and similar openings or cavities situated upon any open or unfenced privately owned property.

(i) Junk; scrap metals; motor vehicles. An unlicensed or unregistered motor vehicle or vehicles in an inoperative condition, motor vehicle or vehicles unfit for further use, automobile parts, junk, or scrap metals that are less than 500 feet from a public passway unless said junk, scrap metal, or motor vehicle or motor vehicles are stored in a structure or behind an approved fence so as to prevent the viewing of said material from the public passway by persons other than the owner.

(j) Existing Businesses Engaging In: Junk, Scrap Metal, Salvage, Material Recycling, Auto Salvage, Motor Vehicle Repair.
(1) Any junk, auto salvage, salvage, material recycling or scrap metal business which stores junk or scrap metal less than 200 ft. from a public passway unless said junk, salvage material or scrap metal is stored in a structure or behind an approved fence, so as to prevent the viewing of said nuisance by persons other than the owner.

(2) A motor vehicle repair business which stores inoperative vehicle parts, scrap vehicle parts, or vehicle or vehicles in an inoperative condition (stored for a period of more than 90 days that do not have a valid license) that are less than 200 ft. from a public passway; unless said vehicle or vehicles are stored in a structure or behind an approved fence so as to prevent the viewing of said nuisance by persons other than the owner.

(k) New Businesses Assuming a New Location After Adoption of This Ordinance Engaging In: Junk, Scrap Metal, Salvage, Material Recycling, Auto Salvage, Motor Vehicle Repair.
(1) Any junk, auto salvage, salvage, material recycling or scrap metal business which stores junk or scrap metal meeting either of the following criteria; (a) less than 500 feet from a public passway, or (b) not behind an approved fence or stored in a structure so as to prevent the viewing of said nuisance by persons other than the owner.
(2) A motor vehicle repair business which stores inoperative vehicle parts, scrap vehicle parts, or vehicle or vehicles in an inoperative condition (stored for a period of more than 90 days that do not have a valid license) that are less than 500 ft. from a public passway, and are not behind an approved fence or stored in a structure so as to prevent the viewing of said nuisance by persons other than the owner.

THE SOLE PURPOSE OF THIS ORDINANCE IS TO AMEND THE DEFINITION OF DANGEROUS BUILDINGS ADJOINING PUBLIC WAYS AS SET FORTH IN SECTION 3 (b) OF PENDLETON COUNTY ORDINANCE 1010.0 IN ALL OTHER RESPECTS ORDINANCE 1010.0 REMAINS IN FORCE

This Ordinance shall be in full force and effect from and after its passage and publication, according to law.

Dated this _____ day of _____, 2008.

Henry W. Bertram
Pendleton County Judge/Executive

Attest:

Vicky King
Pendleton County Court Clerk

First Reading: _____
Second Reading: _____
Passage: _____
Publication: _____

In Re: Jailer’s request for car

Pendleton County Jailer, Ken Kells, reported to the Fiscal Court that the transmission has gone out of one of his transport vehicles and he has been looking for a replacement car. He reported that Countryside Motors, located in Versailles has or will be getting several cars in and he would like the opportunity to go and look at these vehicles. Judge Bertram suggested that a motion be made approving the purchase of a unit or multiple units from Countryside Motors not to exceed \$14,000.00. Squire Fogel made

CROWN VICK		
2007	24,000 MILES	\$14,000
2007	31,000 MILES	\$13,500
2007	41,000 MILES	\$13,000
2007	44,000 MILES	\$13,000
2005	74,000 MILES	\$8,000
2003	68,000 MILES	\$6,500

This was for information only, no action taken.

This was for information only, on action taken.

A motion was made by Squire Veirs approving adoption of this agreement, seconded by Squire Whaley, motion carried.



12 A

Steven L. Beshear
Governor

TRANSPORTATION CABINET
Frankfort, Kentucky 40622
www.kentucky.gov

Joseph W. Prather
Secretary

MEMORANDUM

TO: All County Judge Executives
FROM: Joseph W. Prather, Secretary
Kentucky Transportation Cabinet
DATE: November 6, 2008
SUBJECT: Fiscal Year 2008 County Distribution –
Motor Truck Registration Fees

As you are aware, the county and state portion of motor truck registration receipts (annual truck license distribution) experienced a reduction in collections during the fiscal year that ended June 30, 2008. In an October 1, 2008 memorandum, the Transportation Cabinet explained to you that there were four issues that contributed to the \$63,330 reduction in revenues you experienced this year. The issues and the corresponding reductions were (1) a correction in an overpayment that occurred in FY 2007 (\$24,940); (2) a general down-turn in the economy (\$17,920); (3) the incorrect coding of light trucks by county clerks (\$18,670); and, (4) a reduction due to HB 535 from the 2006 General Assembly (\$1,800). Recognizing that these reductions caused a significant, unanticipated decrease in receipts to the counties in 2008, Governor Beshear has directed me and this cabinet to make a supplemental, emergency payment as a one-time adjustment to help you cope with the resulting budgetary impact. This memorandum is to advise you of the Governor's action.

Under the provisions of KRS 177.360(3), the Transportation Cabinet will assist with your budgetary emergency by providing \$43,610 in additional Rural Secondary funds to each county for use on county road and bridge needs. This amount will restore funding that was reduced as a result of items (1) and (3) above. It should be noted that this one-time action is intended to minimize the adverse effect produced by accounting and processing errors. Future distributions of motor truck registration receipts – as in the past – will be based on actual receipt collections.

Upon execution of the attached agreement and resolution, your county will receive \$43,610 which will be eligible for use for the construction, reconstruction, and maintenance of county roads and bridges. Should you have any questions regarding this communication, please contact the Department of Rural and Municipal Aid at (502) 564-2060.

Attachments

c: Tony Wilder, Commissioner – Dept. for Local Government
B.D. Wilson, Commissioner – Dept. of Rural and Municipal Aid
Dan Glass, Commissioner – Dept. of Vehicle Regulation



An Equal Opportunity Employer M/F/D

NOV 10 2008

AGREEMENT

This Agreement, entered into by and between the Commonwealth of Kentucky, Transportation Cabinet, Department of Rural and Municipal Aid (hereinafter called the Department) and the _____ County Fiscal Court (hereinafter called the County);

WHEREAS, due to unanticipated reductions of motor truck registration receipts, there has been created an unforeseen budgetary emergency upon the counties to meet the needed construction, maintenance and reconstruction on county roads and bridges;

NOW THEREFORE, in consideration of these premises and mutual covenants contained herein, the parties agree as follows:

1. The Department shall be responsible for providing Rural Secondary funding in an amount not to exceed forty-three thousand six hundred ten dollars (\$43,610.00) as a one-time emergency allocation pursuant to KRS 177.360(3).
2. The County upon acceptance shall utilize the Rural Secondary funding only for materials, labor and equipment necessary for construction, reconstruction, and maintenance of their respective county roads and bridges.
3. The County recognizes, understands, and agrees that this is a one-time payment and shall indemnify and hold harmless the Department and all of its officers, agents, and employees from all suits, actions, or claims of any character because of any injuries or damages received by any person, persons, or property that may result from the acceptance and utilization of these funds.
4. The County shall maintain for a period of three (3) years all records of material, equipment, and labor costs involved in the application and use of these funds.
5. The County will enact the attached Resolution and a copy of that resolution shall be attached to and made a part of the Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by its officers, thereunto duly authorized.

COUNTY FISCAL COURT
By: _____ Date: _____
COUNTY JUDGE/EXECUTIVE

DEPARTMENT OF RURAL AND MUNICIPAL AID
By: _____ Date: _____
COMMISSIONER

COMMONWEALTH OF KENTUCKY
TRANSPORTATION CABINET
By: _____ Date: _____
SECRETARY

APPROVED AS TO FORM
AND LEGALITY:

By: _____ Date: _____
OFFICE OF LEGAL SERVICES

Page 2 of 2

R E S O L U T I O N

Fiscal Court of _____ County

Resolution adopting and approving the execution of a Rural Secondary Emergency Agreement between the Fiscal Court and the Commonwealth of Kentucky, Transportation Cabinet, Department of Rural and Municipal Aid.

Be it resolved by the Fiscal Court that:

The Fiscal Court does hereby ratify and adopt all statements, representations, warranties, covenants, and agreements contained in said Agreement and does hereby accept said Agreement and by such acceptance agrees to all the terms and conditions therein stated; and

The County Judge/Executive of the county is hereby authorized and directed to sign said Agreement as set forth on behalf of the Fiscal Court of _____ County, and the County Clerk of _____ County is hereby authorized and directed to certify thereto.

Page 1 of 2

The vote taken on said Resolution, the result being as follows:

<u>AYES</u>	<u>NAYS</u>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

COMMONWEALTH OF KENTUCKY) SS:
_____ COUNTY)

I, _____, County Clerk of
_____ County certify that the foregoing is a true copy of
the Order above. Given under my hand and seal of office this the
_____ day of _____, _____.

SIGNED _____

CLERK OF _____ COUNTY

Page 2 of 2

In Re: Declaration of Surplus Road Department Property

Judge Bertram presented and read to the court a resolution declaring vehicles and equipment as surplus property and disposing of such equipment at public auction.

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RESOLUTION NO. _____

COUNTY OF PENDLETON KENTUCKY

**A RESOLUTION OF THE PENDLETON COUNTY FISCAL COURT
DECLARING VEHICLES AND EQUIPMENT AS SURPLUS PROPERTY AND
DISPOSING OF SUCH EQUIPMENT AT PUBLIC AUCTION.**

WHEREAS, through the advice of the road employees, the road supervisor and department supervisors of Pendleton County, the attached list of surplus property should be declared surplus and sold at public auction, and

WHEREAS, such equipment and vehicles is either beyond suitable repair or does not meet current need, and

WHEREAS, such surplus equipment and vehicles are taking up needed space.

NOW, THEREFORE, BE IT RESOLVED, that the Pendleton County Fiscal Court does hereby declare the attached list of vehicles and equipment as surplus and further resolves to dispose of this surplus property at advertised public auction at its earliest convenience.

This Resolution shall be in full force and effect immediately upon its adoption.

ADOPTED: November 11, 2008

Henry W. Bertram
County Judge/Executive
Pendleton County

ATTEST:

Vicky King
Fiscal Court Clerk

Surplus (Road Department)

10/27/8

Quantity	Item
2	Hyd Bottle Jacks
1	Chainsaw Stihl 025 #1450
1	Lincoln welder
1	Sweepster Pull Behind Truck Broom
2	Snapper Push Mowers
1	Jeep Cherokee 4X4 Vin #1J4FJ27SXL549156
1	Ford Crown Vic Vin #2FALP71W3TX165167
1	Homelite weed eater #1461
1	Stihl weed eater #1119
1	Stihl weed eater
1	Schram Air compressor #1447
1	Wooden Desk
1	Electric Crane
1	8 HP Huskee Motor
1	Circular Power Saw (7 1/4 inch)

In Re: Appointment to the Library Board

Judge Bertram presented the court with a letter from Wayne Onkst, State Librarian and Commissioner regarding appointment to the Pendleton County Public Library Board of Trustees to fill the expired term of Donna Honaker. Judge Bertram submitted Teri Flaughter as a replacement for Ms. Honaker. Squire Whaley made a motion to approve the appointment of Teri Flaughter to the Pendleton County Library Board, seconded by Squire Fogle, motion carried.



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EDUCATION AND WORKFORCE DEVELOPMENT CABINET Kentucky Department for Libraries & Archives

Steven L. Beshear
Governor

PO Box 537
300 Coffee Tree Road
Frankfort, KY 40602-0537
(502) 564-8300
Fax: (502) 564-5773
<http://kdl.ky.gov>

Helen W. Mountjoy
Secretary

Wayne Onkst
State Librarian

October 27, 2008

Honorable Henry W. Bertram
County Judge/Executive
Pendleton County Courthouse
Courthouse Square
Falmouth, KY 41040

Dear Judge Bertram:

Since the term of Donna Honaker, of the Pendleton County Public Library Board of Trustees, expired on June 30, 2008, we hereby submit the following names for your consideration in filling the vacancy (new term to expire June 30, 2012):

Terri Flaughter
9810 Hwy. 159 N.
Butler, KY 41006

Gene Kearns
201 Chapel St.
Falmouth, KY 41040

As required by KRS 173, this appointment is to be made by you, "with the approval of the Fiscal Court." Please send copies of your order and the resulting Fiscal Court action to my office for our official files.

Sincerely,

Wayne Onkst

Wayne Onkst
State Librarian and Commissioner

Cc: Cheryl R. Figgins, Library Director
Charlotte McIntosh, Regional Librarian

KentuckyUnbridledSpirit.com



An Equal Opportunity Employer M/F/D

In Re: Animal Shelter Grant Discussion

Judge Bertram stated that the Animal Control Officer is out and should be a part of this discussion. This item will be revisited in a future meeting.

In Re: NKADD Contract for Services of Bill Mitchell

Judge Bertram presented the court with a copy of the contract between Northern Kentucky Area Development District and the Pendleton County Fiscal Court for the FY 2008-2009 Pendleton County Community Development Position.

Squire Whaley made a motion to approve the contract as presented, seconded by Squire Veirs, motion carried.



NORTHERN KENTUCKY-AREA DEVELOPMENT DISTRICT
22 SPIRAL DRIVE / FLORENCE, KENTUCKY 41042
PHONE (859) 283-1885 / FAX (859) 283-8170 / TDD (859) 283-2707
www.nkadd.org

John Mays, Executive Director

November 3, 2008

Henry Bertram, Judge Executive
Pendleton County Fiscal Court
233 Main Street
Falmouth, Kentucky 41040

Judge Bertram:

Enclosed, please find the FY2008/09 Pendleton County Community Development Position contract, as it relates to the Pendleton County Fiscal Court.

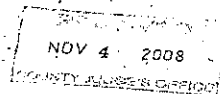
Please review and sign the contract, and return it to our office at your earliest convenience. I will send you a copy of the fully executed contract for your files. Should you have any questions, or would like to discuss this position and/or contract, please do not hesitate to contact me at your convenience.

We look forward to continuing to work with you this coming year.

Thank you.

Sincerely,

Lisa S. Cooper
Division Coordinator
Development and Public Administration



SERVING BOONE, CAMPBELL, CARROLL, GALLATIN, GRANT, KENTON, OWEN, PENDLETON COUNTIES



Section 6.01. Addresses of Notices and Communications.

Henry Bertram	John Mays, Executive Director
Pendleton County Judge/Executive	Northern Kentucky Area Development District
233 Main Street	22 Spiral Drive
Falmouth, KY 41040	Florence, KY 41042

Section 7.01. Non-Discriminatory Practices. The Second Party will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Second Party shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. The Second Party agrees to post in conspicuous places available to employees and applicants for employment notices setting forth the provisions of this non-discrimination clause. The Second Party will in all solicitations or advertisements for employees, placed by or on behalf of the Second Party, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin. The Second Party will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement, so that such provisions will be binding upon each sub-contractor provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

- (a) The Second Party shall keep such records and submit such reports concerning the racial and ethnic origin of applicants for employment and employees as the appropriate state and/or Federal agencies may require.

(b) The Second Party agrees to comply with such rules, regulations or guidelines as the appropriate state and/or federal agencies may issue to implement these requirements.

Section 7.02, Conflicts of Interest. No officer, member or employee of the First Party and no members of its governing body, and no other public official of the governing body of the locality or localities in which the project is situated or being carried out who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this project, shall participate in any decision relating to this Agreement, which affects his personal interest or the interests of any corporation, partnership or association in which he is directly or indirectly interested or have any personal or pecuniary interest direct or indirect, in this Agreement or the proceeds thereof.

Section 7.03, Exclusive Performance. The Second Party covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the services required to be performed under this Agreement. The Second Party, further covenants that in the performance of this Agreement, no person having any such interest shall be employed.

Section 7.04, Governmental Involvement. No members of, or delegate to the Congress of the United States of America shall be admitted to any share or part thereof, or to any benefits to arise here from.

Section 8.01, Non-Assignability. The Second Party shall not assign any interest in this Agreement, and shall not transfer any interest in the same; provided, however, that claims for money due to the Second Party from the First Party under this Agreement, may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such

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assignment or transfer shall be furnished promptly to the First Party.

Section 9.01, Amendments. The First Party may, from time to time, require changes in the Work Statement of the Second Party to be performed hereunder. Such changes, including any increase or decrease in the amount of the Second Party's compensation, which are mutually agreed upon by and between the First Party and the Second Party, shall be incorporated in written amendments to this agreement.

IN WITNESS HEREOF, the First Party, by its authorized agent and the Second Party, by its Executive Director and each warranting their authority to execute this Agreement on behalf of their principal, hereto set their hands to this Agreement on this, the 3rd day of November, 2008.

FIRST PARTY:
PENDLETON COUNTY


JUDGE/EXECUTIVE

ATTEST:

SECOND PARTY:
NORTHERN KENTUCKY AREA DEVELOPMENT DISTRICT

EXECUTIVE DIRECTOR

ATTEST:



SCOPE OF WORK

7

STATEMENT

A.

1. Provide technical area of Community assistance to the Pendleton County Fiscal Court in the Development as follows:

- Work with Fiscal Court to identify community projects.
- Facilitate project development.
- Coordinate public participation requirements as appropriate for projects.
- Explore financial resources available.
- Act as a liaison to federal and state agencies.
- Where appropriate, package requests for financial assistance.

Community Development projects may include water, wastewater, housing, community facilities and other projects identified by Fiscal Court.

2. Submit quarterly Progress Reports to Judge/Executive.

3. Attend Fiscal Court meetings on an as needed basis.

B. Compensation

- Lump sum of \$24,750.00

C. Method of payment:

- Invoices quarterly.

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In Re: CMRS Board's Audit Report on Dispatch Mapping Abilities

Judge Bertram presented the court with a copy of the audit results from the CMRS (Commercial Mobile Radio Service) Board. The Pendleton County PSAP (Public Safety Answering Point) passed this audit with the following scores: Field Data Component meets audit criteria with **100% of points tested meeting criteria**; Wireless Data Component meets audit criteria with **95% of calls tested meeting criteria**.

This was for information only, no action taken.

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Steven L. Beshear
Governor

OFFICE OF THE 911 COORDINATOR
COMMERCIAL MOBILE RADIO SERVICE
EMERGENCY TELECOMMUNICATIONS BOARD
Kentucky Office of Homeland Security
200 Mero Street
Frankfort, Kentucky 40601
502-564-2911 Fax 502-564-7764
cmrsboard.ky.gov

David S. Lucas
CMRS Chair

October 24, 2008

Honorable Henry W. Bertram
Pendleton County Judge Executive
Courthouse Square
Falmouth, Kentucky 41040

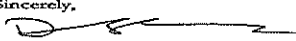
Dear Judge Bertram,

The Commercial Mobile Radio Service Board (CMRS) is pleased to inform you that your Public Safety Answering Point (PSAP) passed the Geo-Spatial Audit. 202 KAR 6:100 requires that the CMRS Board audit the use and quality of geospatial data supplied by certified PSAPs.

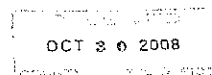
A copy of the Geo-Spatial Audit report was emailed to the E911 Coordinator Mike Moore. Thank you for your hard work and commitment to this worthwhile project.

If you have questions or would like to schedule time with this office to discuss the report, please contact Denisa Robinson at (502) 564-3911 or denisa.robinson@ky.gov.

Sincerely,


David S. Lucas
Chair
KY CMRS Board

Cc: Mike Moore, E911 Coordinator





Stantec

Stantec Consulting Services, Inc.
1901 Nelson Miller Parkway
Louisville, Kentucky 40223-2177
Tel: (502) 212-5000
Fax: (502) 212-5055

July 7, 2008
File: LV2008008

Kentucky Office of the 911 Coordinator/CMRS Board
200 Mero Street
Frankfort, KY 40622

Attention: Mr. Ken Mitchell

Dear Mr. Mitchell:

Reference: CMRS Geospatial Audit
PENDLETON COUNTY E911
2275 Hwy 27 N
Falmouth, KY 41040

The Geospatial Audit of PENDLETON COUNTY E911 located in Pendleton County was conducted on 6/23/2008. PENDLETON COUNTY E911 provides wireless 9-1-1 service for Pendleton County.

PSAP MAPPING SUMMARY

Information on the mapping solution employed by the PSAP was collected as part of the audit process, which includes the type of software and system, the vendor, the version and the layers being used at the time of the audit. In addition, this summary may include notes and observations taken while conducting the audit. 202 KAR 6:100 requires that the mapping solution display the nearest address to an x,y point. The software used by PENDLETON COUNTY E911 meets this requirement.

FIELD DATA TESTING

In accordance to the requirements of the Geospatial Audit, 20 random points for jurisdiction of the PSAP or for each county served by the PSAP were tested by collecting field GPS information and address information and comparing the results of plotting the two elements with the 9-1-1 solution employed by the PSAP. The result of this portion of the audit is that 100% of the points tested met the criteria of the Audit. 100% of the points tested shall meet the criteria set forth in 202 KAR 6:100, Section 4, Paragraph 4.

WIRELESS 9-1-1 FUNCTION

In accordance to the requirements of the Geospatial Audit, 20 wireless 9-1-1 calls were documented for data, software, and mapping function. The result of this portion of the audit is that 95% of the calls documented met the criteria of the Audit. 95% of the calls documented shall meet the criteria set forth in 202 KAR 6:100, Section 4, Paragraph 3.

Stantec

July 7, 2008
Mr. Ken Mitchell
Page 2 of 2

Reference: CMRS Geospatial Audit

CONCLUSION

Mapping Component Meets audit criteria

Field Data Component Meets audit criteria with 100% of points tested meeting criteria.

Wireless Data Component Meets audit criteria with 95% of calls tested meeting criteria.

Based on the results of the audit, PENDLETON COUNTY E911 meets the standards set by legislation and administrative regulation.

The detailed documentation of the audit with observations and recommendations is attached. The documentation is separated into a report of the software and data used by the PSAP with observations and recommendations; Field Data Report; and Wireless Data Report. Please note that supporting printouts and printed maps are included in the electronic copy of this report.

Sincerely,

Stantec Consulting Services Inc.

Jim Morse

Digitally signed by Jim Morse
DN: cn=Jim Morse, o=Stantec, ou,
email=james.morse@stantec.com,
c=US
Date: 2008.07.07 13:55:31 -0400

James B. Morse
GIS Project Manager
Tel: (502) 212-5044
Fax: (502) 212-5055
James.morse@stantec.com

Attachment: Report Details

c. Files

J:\2008proj\lv2008008_cmrs\merged summary letter.doc

In Re: Falmouth Regional Waste Water Treatment Facility Dedication

Judge Bertram reported that the Dedication of the Falmouth Regional Waste Water Treatment Facility would be held on Tuesday December 2, 2008 at 11:00 AM, 1530 Monroe Road, Falmouth, KY. He would like to see the fiscal court attend this dedication.

This was for information only, no action taken.

In Re: Grant Agreement with KOHS for the purchase of additional MDC Units

Judge Bertram presented the court with a copy of a grant agreement from the Kentucky Office of Homeland Security in the amount of \$42,000.00 for the purpose of enhancing interoperable communications through the purchase of five Mobile Data Computers.

Squire Veirs made a motion to accept this agreement as presented, seconded by Squire Fogle, motion carried.

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**OFFICE OF THE GOVERNOR
KENTUCKY OFFICE OF HOMELAND SECURITY**

Steven L. Beshear
Governor

200 Mero Street
Frankfort, KY 40602
Phone 502-564-2001
Fax 502-564-7764
www.homelandsecurity.ky.gov

Thomas L. Preston
Executive Director

October 23, 2007

Dear Sub-recipient,

Congratulations on your FY 2008 Homeland Security Grant award. The Kentucky Office of Homeland Security looks forward to working with you on your project.

In order to ensure that you are provided the necessary information to successfully manage your grant, KOHS will be conducting three Grant Compliance Workshops. These workshops will give you the opportunity to meet your grant manager and seek help with your Contractual Agreement, Reimbursement and Reporting Processes.

It is mandatory that each entity receiving a grant award attend one of the following workshops. KOHS strongly suggests that the Authorizing Official, Project Director, and Financial Officer attend.

Registration information for the following workshops is enclosed and we ask that you please RSVP.

November 17	KY Dam Village State Park	10 - 12 CST
November 20	Greenbo Lake State Park	10 - 12 EST
November 24	Frankfort Transportation Bldg	10 - 12 EST

Please remember the grant award is not binding until the execution of the Agreement with the Commonwealth. ***No expenditure of funds may take place until the Agreement has been fully executed by Finance.***

Again, the Kentucky Office of Homeland Security looks forward to working with you in our joint effort to make Kentucky ready and prepared. If we can provide you with further information or assistance, please do not hesitate to contact us.

Sincerely,

Gene Kiser
Deputy Executive Director
Grants and Finance

Enclosure



Commonwealth of Kentucky

PURCHASE ORDER

IMPORTANT
Show Doc ID number on all packages,
invoices and correspondence.

Doc Description: Pendleton County Fiscal Court # 08-215	
Doc ID No: PO2 094 0800020879 1	Procurement Folder: 1229208
Procurement Type: Grant	
Administered By: Jason Childers	Cited Authority: 2008-GE-T8-0047
Telephone: 502-564-2081	Issued By: Susan Wilkerson

P E N D L E T O N C O U N T Y F I S C A L C O U R T	PENDLETON COUNTY FISCAL COURT	
	HOMELAND SECURITY USE ONLY	
	233 MAIN ST COURTHOUSE ROOM 4	
	FALMOUTH	KY 41040
	US	

Effective From: 2008-12-01		Effective To: 2009-12-31			
Line	Description	Qty	Unit Price	Contract Amt	Total Price
1	Pendleton County Fiscal Court #08-215	0.00	0.00000	42,000.00	42,000.00

Extended Description
EFFECTIVE DATE: December 1, 2008
EXPIRATION DATE: December 31, 2009

DELIVERABLES: Second Party shall enhance interoperable communications through the purchase of Mobile Data Computers and related equipment.

SCOPE OF WORK: Second Party may use these grants funds for the purpose of enhancing interoperable communications through the purchase of Mobile Data Computers and related equipment, which shall be distributed as listed below:

- Pendleton County Sheriff's Office - 2 units
- Falmouth Police Department - 1 unit
- Butler Police Department - 1 unit
- Pendleton County Emergency Medical - 1 unit

1. Second Party shall submit to KOHS the following information/documentation on or before the initial reimbursement request: a) Proof of FY 08 NIMS compliance, b) Approval or waiver of this current project from the Kentucky Wireless Interoperable Executive Committee (KWIEC).
2. Second Party shall submit to KOHS the following information on each reimbursement request: a) Agencies benefiting from this reimbursement request must be identified. b) Verification that all agencies benefiting from requested dollars have Mutual Aid Agreements in place with KSP. For 911 projects, this includes all agencies that are dispatching from the 911 Center.
3. Second Party must verify that a vendor is not on the Federal Excluded Parties Listing prior to any contracts funded by federal funds. This verification must be submitted with each reimbursement request to verify that the vendor is not debarred at the time of order. This information may be found at www.epls.gov.

Extended Description

4. Second Party must be in compliance with A-133 - Audits of States, Local Governments and Nonprofit Institutions.
5. Second Party must submit, with the final reimbursement request, an inventory of all equipment purchases made on this grant that identifies at a minimum the following: inventory number, item description, and the site where the equipment is located.
6. The above reimbursement requirements are in addition to copies of invoices and proof of payment.
7. The Second Party agrees that, when practicable, any equipment purchased with grant funding shall be prominently marked as follows: Purchased with funds provided by the U.S. Department of Homeland Security and the Kentucky Office of Homeland Security. Additionally, any equipment purchased with funding under this agreement shall bear on it, when practicable, the logos of the Kentucky Office of Homeland Security and U.S. Department of Homeland Security.
8. Second Party shall participate in state exercises as requested by KOHS.

B Y	493257	493257
	GG GOV OFC.HOMELAND SECURITY	GG GOV OFC.HOMELAND SECURITY
	200 MERO STREET	200 MERO STREET
O	FRANKFORT	FRANKFORT
	US	US
	KY 40622	KY 40622

Total Order Amount: 42,000.00

	Document Phase	Document Description	Page 3
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FFY 08 Clauses
Identification & Obligations of the Parties

First Party
The Office of the Governor, Kentucky Office of Homeland Security (KOHS) (as the First Party), in the exercise of its lawful duties, has determined that the functions outlined in this Agreement and in the attachment(s) thereto, are necessary for compliance with either the statutory and regulatory requirements of the U.S Department of Homeland Security or the Kentucky Office of Homeland Security.

Second Party
The Second Party is the contractor as defined by KRS 45A.030(9) and agrees that they are willing, available and qualified to perform the scope of work as detailed in this agreement and as specifically outlined.

Subcontractor Requirement
The Second Party agrees that all requirements of this agreement shall also be applicable and binding on any subcontractor the Second Party may contract with to meet the statement of work, method of payment, and deliverables of this agreement. All Second Party subcontractors are subject to First Party approval.

Extensions and Amendments to this Agreement
The terms and conditions of this agreement may be extended or amended according to the provisions of KRS Chapter 45A, and are subject to the approval of the Director of KOHS, the Secretary of the Finance and Administration Cabinet and/or the Legislative Research Commission's Government Contracts Review Committee.

Choice of Law and Forum Provision
The laws of the Commonwealth of Kentucky shall govern all questions as to the execution, validity, interpretation and performance of this agreement. Furthermore, the parties hereto agree that any legal action that is brought on the basis of this agreement shall be filed in the Franklin County Circuit Court of the Commonwealth of Kentucky.

Sole Benefit
This Agreement is intended for the sole benefit of the First Party, the Second Party, and, if implementing a federal grant program element, the United States Government and is not intended to create any other beneficiaries.

Successors and Assigns
This Agreement may not be assigned by a party without the express written consent of the other party. All covenants made under this Agreement shall bind and inure to the benefit of any successors and assigns of the parties whether or not expressly assumed or acknowledged by such successors or assigns.

Entire Agreement
This Agreement forms the entire agreement between the parties as to scope and subject matter of this Agreement. All prior discussions and understandings concerning the scope and subject matter are superseded

	Document Phase	Document Description	Page 4
0800020879	Draft	Pendleton County Fiscal Court # 08-215	of 19

and incorporated by this Agreement.

Severability
If any provision of this Agreement is held judicially invalid, the remainder of the Agreement shall continue in force and effect to the extent not inconsistent with such holding.

Waiver of Breach
If a party waives enforcement of any provision of this Agreement upon any event of breach by the other party, the waiver shall not automatically extend to any other or future events of breach.

Data Collection/Analysis Limitations
No data collected and provided by the First Party shall be used for any other purpose other than those expressly authorized in this Agreement.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion, Lower Tier Covered Transactions
The Second Party hereby certifies the following by signing this agreement:
That neither it nor its principals and/or subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal or State department or agency.
Where the prospective recipient of federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall submit an explanation in writing to the First Party.

Campaign Finance
The contractor certifies that neither he/she nor any member of his/her immediate family having an interest of 10% or more in any business entity involved in the performance of this contract, has contributed more than the amount specified in KRS 121.056(2), to the campaign of the gubernatorial candidate elected at the election last preceding the date of this contract. The contractor further swears under the penalty of perjury, as provided by KRS 523.020, that neither he/she nor the company which he/she represents, has knowingly violated any provisions of the campaign finance laws of the Commonwealth, and that the award of a contract to him/her or the company which he/she represents will not violate any provisions of the campaign finance laws of the Commonwealth.

Change of Circumstances
Each party shall promptly notify the other party of any legal impediment, change of circumstances, pending litigation, or any other event or condition that may adversely affect the party's ability to carry out any of its obligations under this Agreement.

Liability and Indemnity
Nothing in this Agreement shall be construed as an indemnification by one party of the other for liabilities of a party or third persons for property loss or damage or death or personal injury arising out of and during the performance of this Agreement. Any liabilities or claims for property loss or damage or for death or personal injury by a party or its agents, employees, contractors or assigns or by third persons, arising out of and during

	Document Phase	Document Description	Page 5
0800020679	Draft	Pendleton County Fiscal Court # 08-215	of 19

the performance of this Agreement shall be determined according to applicable law.

Identification of the Object or Subject Matter of the Contract

Purpose and Scope

This contract implements a federal grant program, Catalog of Federal Domestic Assistance Number 97.067.

Performance Specifications

Any portion of this agreement that involves data or voice communication equipment or projects, including data or voice interoperability equipment or projects shall be presented by the Second Party for action by the Kentucky Wireless Interoperability Executive Committee (KWIEC).

Furthermore, it is a condition of this agreement that all recommendations of the KWIEC, will be accepted and implemented by the Second Party prior to the commencement of the project addressed in this agreement. A copy of the KWIEC decision will be provided to the First Party by the Second Party.

Successful completion by the Second Party shall include the deliverables as listed in the Extended Description

Scope of Services / Scope of Work

This Agreement will be used to distribute funds authorized under the Federal Department of Homeland Security (DHS), FEMA Grants Program Directorate (GPD), Homeland Security Grant Program FFY08. This financial assistance is being provided to the Second Party to enhance security and overall preparedness to prevent, respond to, and recover from acts of terrorism.

The Second Party is required to sign this Agreement with the Kentucky Office of Homeland Security to gain access to its allocated funds. No funds will be forwarded. The funds are allocated on a cost reimbursement basis. To receive reimbursement, the Second Party is required to provide the Kentucky Office of Homeland Security with copies of all obligation documents executed under this agreement.

This grant will provide reimbursement funding to the Second Party for the scope of work described in the Extended Description.

Property

Property purchased by the First Party for the purposes of fulfilling the requirements of the scope of services for this agreement, and which may include, but not be limited to, furniture, computer software, computer hardware, office equipment, and supplies are considered the property of the First Party and shall remain the property of the First Party.

Intellectual Properties

The contractor agrees that any formulae, methodology, other reports and compilations of data provided by the First Party to the contractor for the purposes of meeting the terms and conditions of this agreement, or as developed, prepared or produced by the contractor for use by the First Party under the scope of services of this agreement shall be the exclusive property of the First Party. Any use of this material for purposes other than

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those specifically outlined and authorized by this agreement without prior approval and without appropriate acknowledgement of the funding source, shall be grounds for immediate termination of this agreement and possible criminal prosecution.

Subgrant Conditions

The Second Party shall follow the conditions outlined in the Kentucky Office of Homeland Security Grant Application Subgrant Conditions, which are incorporated into this document by reference.

Monitoring

The Second Party shall submit, at such times and in such form as may be prescribed, such reports as the first party may reasonably require, including financial reports, progress reports, final financial reports and evaluation reports. The Second Party shall also comply with any and all site visit monitoring performed by the First Party.

Equipment Inventory

The Second Party must submit to the First Party an inventory of all equipment purchased with these federal funds. This inventory must include the item inventory number, item description, and site where equipment is located.

Open Records

Request for information under the Kentucky Open Records Act which may reasonably lead to the discovery of any information related to homeland security records as defined by KRS 61 may not be disclosed without the written approval of the Director of KOHS.

NIMS Requirements

The National Integration Center specifically states, Federal preparedness grants will be contingent upon NIMS implementation. To be considered NIMS compliant, the recipient of the funds must have adopted and/or implemented the FY 2005, FY2006, FY2007 and FY2008 compliance activities.

National Initiatives

All award recipients must be aware of and support the following national preparedness initiatives:

HSPD-8: National Preparedness

The Second Party must be aware of and support HSPD-8 that establishes policies to strengthen the preparedness of the United States to prevent and respond to threatened or actual domestic terrorist attacks, major disasters, and other emergencies by requiring a National Preparedness Goal, establishing mechanisms for improved delivery of federal preparedness assistance to state and local governments, and outlining actions to strengthen preparedness assistance to state and local governments, and outlining actions to strengthen preparedness capabilities of federal, state, and local entities.

National Response Plan (NRP)

The Second Party must be aware of and support and in all respects comply with the NRP that is an all-discipline, all-hazards plan that establishes a single, comprehensive framework for the management of domestic incidents. It provides the structure and mechanisms for the coordination of federal support to state and local incident managers and for exercising direct federal authorities and responsibilities. The NRP assists in the

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important homeland security mission of preventing terrorist attacks within the United States; reducing the vulnerability to all natural and manmade hazards and minimizing the damage and assisting in the recovery from any type of incident that occurs. Compliance with the NRP coordinating structures, protocols and processes is essential for ensuring a national comprehensive approach to domestic incident managements

Consideration and Conditions for Payment

Total Amount of Contract and Contract Period

The Second Party's and/or Third Party's fees and expenses relative to the performance of the scope of services outlined in this Agreement and in the detailed attachment(s) (if applicable) to this agreement shall not exceed the Total Order Amount as set forth in this Agreement. The subject services and functions are to be performed during the term of this agreement. It is understood that this agreement is not effective and binding until approved by the Secretary of the Finance and Administration Cabinet and/or Legislative Research Commission's Government Contract Review Committee per KRS 45A.705.

Earliest Date of Payment

No payment on this agreement shall be made before completion of the review procedure provided for in KRS 45A.705, unless alternate actions occur as set out in KRS 45A.695(7) payments on personal service contracts and memoranda of agreements shall not be authorized for services rendered after government contract review committee disapproval, unless the decision of the committee is overridden by the secretary of the Finance and Administration Cabinet or agency head, if the agency has been granted delegation authority by the secretary.

Payments

Payments to applicants that are not state agencies

Payment by the First Party to the Second Party shall be made only after receipt of appropriate, acceptable and timely request for reimbursements. Reimbursement requests will be submitted on approved Kentucky Office of Homeland Security forms as provided by the First Party and submitted in written format to the First Party by the Second Party. The method of reimbursement will be through electronic funds transfer.

Payments to applicants that are state agencies

Payment by the First Party to the Second Party shall be made only after receipt of appropriate, acceptable and timely request for reimbursements. Reimbursement requests will be submitted on approved Kentucky Office of Homeland Security forms as provided by the First Party and submitted in written format to the First Party by the Second Party. The method of reimbursement will be through electronic funds trans

Final Request for Reimbursements:

Final request for reimbursements must be submitted to the First Party no later than 45 days after the expiration of this agreement.

Other Expenses

The contractor shall be reimbursed for no other expenses than those, which have been expressly detailed in this Agreement. All direct charges shall be documented to support the direct charging of the expense. Where applicable

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Invoicing for fee: The contractor's fee shall be original invoice(s) and shall be documented by the contractor. The invoice(s) must conform to the method prescribed in the specifications of this contract.

Invoicing for travel expenses: The contractor must follow instructions prescribed in the specifications of this agreement. Either original or certified copies of receipts must be submitted for airline tickets, motel bills, restaurant charges, rental car charges, and all other miscellaneous expenses.

Invoicing for miscellaneous expenses: The contractor must follow instructions prescribed in the specifications of this agreement. Expenses submitted shall be documented by certified copies.

Travel

The contractor shall be paid no travel expense unless and except as specifically authorized under the specifications of this agreement. Unless otherwise indicated, travel reimbursement shall be in accordance with 200 KAR 2:006. No travel time nor travel expenses will be included in the Second Party's or any subcontractor's hourly rates.

Social Security

The Second Party and all other parties so contracted for services under the scope of service of this agreement agree that they are cognizant that the First Party is not liable for Social Security contributions pursuant to 42 U.S Code, Section 418, relative to the compensation of the Second Party during the effective dates of this agreement.

Vendor Verification

The Second Party must verify that any vendor providing services is not on the *Federal Excluded Parties Listing System* prior to any contracts funded by federal funds. This verification must be submitted with each reimbursement request to verify that the vendor is not debarred at the time of order. This information may be found at www.epls.gov. Reimbursement will not be made without this verification.

Financial Management System

The Second Party agrees to establish and/or maintain a financial management system which shall provide for: *Accurate, current, and complete disclosure of the financial results of the functions/services performed under this agreement in accordance with the reporting requirements as set forth in this Agreement and attachment(s) thereto; Records that identify the source and application of funds for activities/functions/services performed pursuant to this contract agreement. These records shall contain information pertaining to federal and/or state funds received, obligations, unobligated balances, if applicable, assets, liabilities, expenditures and income; Effective control over and accountability for all funds, property, and other assets. The Second Party shall safeguard all such assets and shall assure that they are used solely for authorized purposes in the provision of functions/services under this agreement; Procedures for determining reasonableness, and allowability of costs in accordance with the terms and conditions of this Agreement and any attachment(s) thereto; and*

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Accounting records that are supported by source documentation.

200 KAR 5:314 "Access to contractor's books, documents, papers, records, or other evidence directly pertinent to the contract"

The First Party certifies that it is in compliance with 200 KAR 5:314, "Access to contractor's books, documents, papers, records, or other evidence directly pertinent to the contract". "The Second Party contractor as defined in KRS 45A.030(9) agrees that the contracting agency, the Finance and Administration Cabinet, the Auditor of Public Accounts, and the Legislative Research Commission, or their duly authorized representatives, shall have access to any books, documents, papers, records, or other evidence, which are directly pertinent to this contract for the purpose of financial audit or program review. Furthermore, any books, documents, papers records, or other evidence provided to the contracting agency, the Finance and Administration Cabinet, the Auditor of Public Accounts, or the Legislative Research Commission which are directly pertinent to the contract shall be subject to public disclosure regardless of the proprietary nature of the information, unless specific information is identified and exempted and agreed to by the Secretary of the Finance and Administration Cabinet as meeting the provisions of KRS 61.878(1) (c) prior to the execution of the contract. The Secretary of the Finance and Administration Cabinet shall not restrict the public release of any information which would otherwise be subject to public release if a state government agency was providing the services."

Conflict of Interest Laws and Principles

The contractor certifies that he is legally entitled to enter into this contract agreement with the Commonwealth of Kentucky, and by holding and performing the terms and conditions of this agreement will not violate any conflict of interest statute, including but not limited to KRS 45A.330-45A.340, 45A.990, KRS 164.390, and KRS 11A.040 of the Executive Branch code of ethics, relating to the employment of former public servants

Certification of Lobbying

Second Party understands and agrees that no state funds appropriated to the Second Party pursuant to this agreement shall be used to influence, either directly or indirectly, the introduction or modification of any federal or state legislation, or the outcomes of any federal, state or local election, referendum, or initiative.

Second Party understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of FEMA's National Preparedness Directorate.

In addition, for any payment involving federal funds, the Second Party certifies to the best of his or her knowledge and belief, that for the preceding contract period, if any, and for this current contract period:

No federal appropriated funds have been paid or will be paid, by or on behalf of the Second Party, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.

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If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan or cooperative agreement, the Second Party shall complete and submit Standard Form-LLL "Disclosure Form to Report Lobbying", in accordance with its instructions.

The Second Party shall require that the language of the certification set forth above be included in the award documents for all sub-awards at all tiers, including subcontractors, subgrants, and contracts under grants, loans, and cooperative agreements, and that all subrecipients shall certify and disclose accordingly.

The above referenced certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed under section 1352, Title 31, U. S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for such failure.

Violation of Tax and Employment Laws

KRS 45A.485 requires the contractor to reveal to the Commonwealth, prior to the award of a contract, any final determination of a violation by the contractor within the previous five (5) year period of the provisions of KRS chapters 136, 139, 141, 337, 338, 341, and 342. These statutes relate to the state sales and use tax, corporate and utility tax, income tax, wages and hours laws, occupational safety and health laws, unemployment insurance laws, and workers compensation insurance laws, respectively.

To comply with the provisions of KRS 45A.485, the contractor shall report any such final determination(s) of violation(s) to the Commonwealth by providing the following information regarding the final determination(s): the KRS violated, the date of the final determination, and the state agency which issued the final determination.

KRS 45A.485 also provides that, for the duration of any contract, the contractor shall be in continuous compliance with the provisions of those statutes which apply to the contractor's operations, and that the contractor's failure to reveal a final determination as described above or failure to comply with the above statutes for the duration of the contract, shall be grounds for the Commonwealth's cancellation of the contract and the contractor's disqualification from eligibility for future state contracts for a period of two (2) years.

Contractor must check one:

_____ The contractor has not violated any of the provisions of the above statutes within the previous five (5) year period.

_____ The contractor has violated the provisions of one or more of the above statutes within the previous five (5) year period and has revealed such final determination(s) of violation(s). A list of such determination(s) is attached.

Time of Performance

Effective Date

All Memoranda of Agreement are not effective until the Secretary of the Finance and Administration Cabinet or

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his authorized designee has approved the contract and until the contract has been submitted to the Government Contract Review Committee. However, Memoranda of Agreements \$50,000 or less are exempt from review by the committee and need only be filed with the committee within 30 days of their effective date for informational purposes only, as provided under KRS 45A.700.

Cancellation Clause

Claim or performance disputes will be in accordance with KRS Chapter 44 and KRS Chapter 45A. Either party may cancel the contract at any time for cause or may cancel without cause on 30 days written notice.

Modifications to Contract

The agency reserves the right to modify this agreement for the addition or deletion of requirements deemed necessary by the agency with the mutual agreement of both parties in accordance with KRS 45A.030(2); KRS 45A.210(1); (200 KAR 5:311)

Notices

Any notice, transmittal, approval, or other official communication made under this Agreement shall be in writing and shall be delivered by hand, facsimile transmission, or by mail to the other party.

Performance Timeline

Upon request by the First Party, the Second Party will provide summaries of progress made to date on this agreement. Should the First Party find the performance unacceptable, the First Party shall provide written notification and may cancel the agreement immediately.

Federal Representations and Certifications

Non-discrimination

The Second party must comply with all federal civil rights laws, to include Title VI of the Civil Rights Act, as amended. The Second Party agrees that no person shall be denied benefits of, or otherwise be subjected to discrimination in connection with the Second Party's performance under this Agreement, on the grounds of race, religion, color, national origin, sex or handicap. Accordingly and to the extent applicable, the Second Party agrees to comply with the following

*Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.);
Executive Order 11246 and Department of Labor regulations issued there under (41 CFR Part 60);
Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794);
The Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.);
Title IX of the Education Amendments of 1972, as amended, (20 U.S.C. 1681 et. seq.)*

DISCRIMINATION (Because of race, religion, color, national origin, sex, age, or disability) **PROHIBITED.** This section applies only to contracts utilizing federal funds, in whole or in part. During the performance of this agreement, the Second Party agrees as follows:

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The Second Party is required to take reasonable steps to ensure persons of limited English proficiency have meaningful access to language assistance services regarding the development of proposals and budgets and conducting grant funded activities.

The Second Party will not discriminate against any employee or applicant for employment because of race, religion, color, national origin, sex or age. The contractor further agrees to comply with the provisions of the Americans with Disabilities Act (ADA), Public Law 101-336, and applicable federal regulations relating thereto prohibiting discrimination against otherwise qualified disabled individuals under any program or activity. The Second Party agrees to provide, upon request, needed reasonable accommodations. The Second Party will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, national origin, sex, age or disability. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensations; and selection for training, including apprenticeship. The Second Party agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

The Second Party will, in all solicitations or advertisements for employees placed by or on behalf of the Second Party, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, national origin, sex, age or disability.

The Second Party will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice advising the said labor union or workers' representative of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment. The Second Party will take such action with respect to any subcontract or purchase order as the First Party or federal administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.

The Second Party will comply with all provisions of Presidential Executive Order no. 11246 of September 24, 1965 as amended, and of the rules, regulations and relevant orders of the Secretary of Labor. The Second Party will furnish all information and reports required by Presidential Executive Order no. 11246 of September 24, 1965, as amended, and by the rules, Regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations or orders, this contract may be cancelled, terminated or suspended in whole or in part and the Second Party may be declared ineligible for further government contracts or federally-assisted construction contracts in accordance with procedures authorized in Presidential Executive Order no. 11246 of September 24, 1965, as amended, and such other sanctions may be imposed and remedies invoked as provided in or as otherwise provided by law.

The Second Party will include the provisions of paragraphs (1) through (7) of Section 202 of Presidential Executive Order 11246 in every subcontract or purchase order unless exempted by rules, regulations or orders

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of the Secretary of Labor, issued pursuant to Section 204 of Presidential Executive Order no. 11246 of September 24, 1965, as amended, so that such provisions will be binding upon each subcontractor or vendor. The Second Party will take such action with respect to any subcontract or purchase order as the First Party or administering federal agency may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event a Second Party becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the First Party or federal agency, the Second Party may request the United States to enter into such litigation to protect the interests of the United States.

Lobbying

The Second Party understands and agrees it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express written approval of GPD. The Second Party agrees that it will not expend any funds appropriated by Congress to pay any person for influencing or attempting to influence an officer or employee of any agency, or a Member of Congress in connection with any of the following Federal actions: the awarding of any Federal contract; the making of any Federal grant; the making of any Federal loan; the entering into of any cooperative agreement; and, the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

The Interim Final Rule, New Restrictions on Lobbying, issued by the United States Office of Management and Budget is incorporated herein by reference.

Drug-Free Work Place

The Second Party agrees that it will comply with the provisions of the Drug-Free Work Place Act of 1998 (Public Law 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.) and maintain a drug-free workplace.

The Final Rule, Government-Wide Requirements for Drug-Free Workplace (Grants), issued by the United States Office of Management and Budget is incorporated herein by reference and the Second Party covenants and agrees to comply with all the provision thereof, including any amendments to the Final Rule that may hereafter be issued.

Environmental Standards

The Second Party agrees that its performance under this contract shall comply with: the requirements of Section 114 of the Clean Air Act (42 U.S.C. 7414) and Section 308 of the Federal Water Pollution Control Act (33 U.S.C. 1318), that relate generally to inspection, monitoring, entry reports and information, and with all regulations and guidelines issued there under; the Resources Conservation and Recovery Act (RCRA); the Comprehensive Environmental Response, Compensation and Liabilities Act (CERCLA); the National Environmental Policy Act (NEPA); and any applicable Federal, State, or Local environmental regulation.

The Second Party shall insure that no facility used in its performance under this contract is listed on the Environmental Protection Agency (EPA) list of violating facilities pursuant to 40 CFR Part 15 without the concurrence of the First Party. The Second Party shall notify the First Party of the receipt of any communication from EPA indicating that a facility to be or being used in its performance under this Agreement

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is under consideration for listing on the EPA list of violating facilities.

The Second Party shall provide such information as may be requested by KOHS to ensure compliance with any applicable environmental laws and regulations. Second Party shall not undertake any construction project without the approval of First Party and DHS, as required by the grant guidance.

The Second Party shall comply with all applicable Federal, State, and local environmental and historic preservation (EHP) requirements and shall provide any information requested by FEMA to ensure compliance with applicable laws including National Environmental Policy Act, National historic Preservation Act, Endangered Species Act, and Executive Orders on Floodplains (11988), Wetlands (11990) and Environmental Justice (12898). Failure of the Second Party to meet Federal, State, and local EHP requirements and obtain applicable permits may jeopardize Federal funding. The Second Party shall not undertake any project having the potential to impact EHP resources without the prior approval of FEMA, including but not limited to communications towers, physical security enhancements, new construction, and modifications to building that are 50 years old or greater. The Second Party must comply with all conditions placed on the project as the result of the EHP review. Any change to the approved project scope of work will require re-evaluation for compliance with these EHP requirements. If ground disturbing activities occur during project implementation, the Second Party must ensure monitoring of ground disturbance and if any potential archeological resources are discovered, the Second Party will immediately cease construction in that area and notify FEMA and the appropriate State Historic Preservation Office. Any Construction activities that have been initiated prior to the full environmental and historic preservation review will result in a non-compliance finding. For more information on FEMA EHP requirements, Second Party should refer to FEMA Information Bulletin #271, Environmental Planning and Historic Preservation Requirements for Grants.

Compliance with Federal Energy Policy Legislation

In accordance with the FY 2007 DHS Appropriations Act, all FY 2008 HSGP funds must comply with the following two requirements:

None of the funds made available through FY 2008 HSGP shall be used in contravention of the Federal buildings performance and reporting requirements of Executive Order No. 13123, part 3 of title V of the national Energy Conservation Policy Act (42 U.S.C 851 et seq), or subtitle A of title I of the Energy Policy Act of 2005 (including the amendments made thereby).

None of the funds made available through FY 2008 HSGP shall be used in contravention of section 303 of the Energy Policy Act of 1992 (42 U.S.C 13212).

Preference for U.S. Flag Carriers

The Second Party agrees to comply with 46 U.S.C. 1241(b) and regulations issued there under (46 CFR Part 381) concerning the use of privately-owned United States flag commercial vessels.

Debarment and Suspension

The Second Party shall not make any award or permit any award (subgrant or contract) at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal

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assistance programs under Executive Order 12549, "Debarment and Suspension".

The Final Rule, Government-Wide Debarment and Suspension (Non-procurement), issued by the United States Office of Management and Budget is incorporated by reference and the Second Party covenants and agrees to comply with all the provision thereof, including any amendments to the Final Rule that may hereafter be issued.

Hatch Act

The Second Party agrees to comply with the Hatch Act (5 U.S.C. 1501 –1508 and 7324 – 7328), as implemented by the United States Office of Personnel Management at 5 CFR Part 151, which limits political activity of employees or officer of State or local governments whose employment is connected to an activity financed in whole or part with Federal funds.

Buy American Act

The Second Party agrees that it will not expend any funds appropriated by Congress without complying with The Buy American Act (41 U.S.C. 10). The Buy American Act gives preference to domestic end products and domestic construction materials. In addition, the Memorandum of Understanding between the United States of America and the European Economic Community on Government Procurement, and the North American Free Trade Agreement (NAFTA), provide the EC and NAFTA end products and construction materials are exempted from application of The Buy American Act. First Party encourages second party to use Kentucky services and/or products.

Copeland "Anti-Kickback" Act

The Second Party agrees that it will comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in United States Department of Labor Regulations (29 CFR Part 3). As applied to this agreement, the Copeland "Anti-Kickback" Act makes it unlawful to induce, by force, intimidation, threat or procuring dismissal from employment, or otherwise, any person employed in the construction or repair of public buildings or public works, finance in whole or in part by the United States, to give up any part of the compensation to which that person is entitled under a contract of employment.

Purchasing and Specifications

The Second Party certifies that he will not attempt in any manner to influence any specifications to be restrictive in any way or respect, nor will he attempt in any way to influence any purchasing of services, commodities or equipment by the Commonwealth of Kentucky. For the purpose of this paragraph and Section 7.09 that pertains to conflict of interest laws and principles, "He" is construed to mean "They" if more than one person is involved and if a firm, partnership, corporation, or other organization is involved, then "He" is construed to mean any person with an interest therein.

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Confidentiality

The Second Party agrees that any employee or agent acting in its behalf will abide by the state and federal rules and regulations governing access to and use of information provided to the Second Party by the First Party in the administration of this contract.

Audit Requirements

If the Second Party is a governmental entity, an institution of higher learning or other nonprofit institution, the Second Party (subrecipients/subgrantees) shall procure an audit in accordance with the United State's Office of Management and Budget (OMB) Circular A-133, as amended. All subrecipients/subgrantees of federal grant money disbursed under this Agreement are required, under OMB Circular A-133, to have an audit conducted annually if they expend \$500,000 or more in total federal grant money during the subrecipient's/subgrantee's fiscal year. All subrecipients/subgrantees that are signatories to this Agreement must ensure that an annual audit is performed and provide a copy of their annual audit to the Kentucky Office of Homeland Security no later than 30 days after receipt of the final audit report. OMB Circular A-133, Audit of the States, Local Governments, and Non-Profit Organizations (6/24/97, includes revisions published in the Federal Register 6/27/03)

Applicable Law

This Agreement is incidental to the implementation of a federal grant program. Accordingly, this Agreement shall be governed by and construed according to Federal law as it may affect the right, remedies, and obligations of the United States.

Governing Regulations

To the extent not inconsistent with the express terms of this Agreement, the provisions of 44 CFR, Uniform Administrative Requirements for Grants and Cooperative Agreements and OMB Circular A-87 which are hereby incorporated by reference as if fully set forth herein, shall govern this agreement.

Procurement

The acquisition of goods and services by the Contractor in performance of this Agreement shall be according to applicable Commonwealth of Kentucky contracting procedures, the standards and procedures contained in applicable federal regulations (44 CFR).

Environmental Requirements

The contractor is encouraged to integrate National Environmental Policy Act compliance and related legislation as implemented under 44 CFR in the execution and administration of this contract.

Uniform Administrative Requirements

The Second Party must comply with FEMA's codified regulation 44 CFR Part 13, Uniform Administrative Requirements, Cost Principles, and Audit Requirements. The contractor will follow the administrative requirements under OMB Circular No. A-102 State and Local Governments (10/07/94), amended 08/29/07) (44 CFR Part 13), OMB Circular No. A-110 Institutions of Higher Education, Hospitals, and Other Non-Profit

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Organizations (11/19/93, amended 09/30/99) (2 CFR Part 215).

Cost Principles

Determination of allowable cost for reimbursements will be determined as outlined in OMB Circular No.A-87 for state and local governments, OMB Circular No.A-122 for Nonprofit Organizations and other applicable Federal Regulations or OMB Circular No.A-21 for Educational Institutions. Also OMB Circular A-122, Non-Profit Organizations.

Other Federal Requirements

The Second Party must comply with the most recent version of the Administrative Requirements, Cost Principles, and Audit Requirements. The Second Party agrees to comply with the financial and administrative requirements set forth in the current edition of the Office of Grants Operation (OGO) Financial Guide.

The Second Party agrees that all allocation and use of funds under this agreement will be in accordance with the FFY2008 Homeland Security Grant Program (HSGP) Guidelines and Application Kit and must support the goals and objectives included in the State Homeland Security Strategy and Urban Area Homeland Security Strategies. Grant funding must also support the investments identified in the Investment Justifications which were submitted by the First Party and part of the FY 2008 HSGP application.

The Second Party agrees that federal funds under this award will be used to supplement, but not supplant, state or local funds for the same purposes.

To the extent that the Second Party uses contractors or subcontractors, such recipients shall use small, minority, women-owned or disadvantaged business concerns and contractors or subcontractors to the extent practicable.

The Second Party is prohibited from transferring funds between programs (State Homeland Security Program, Urban Arcas Security Initiative, Law Enforcement Terrorism Prevention Program, Citizens Corps Program, Emergency Management Performance Grant and Metropolitan Medical Response System).

The Second Party agrees that all publications created with funding under this agreement shall prominently contain the following statement: "This Document was prepared under a grant from the Kentucky Office of Homeland Security (KOHS), FEMA's Grant Program Directorate, U.S. Department of Homeland Security. Points of view or opinions expressed in this document are those of the authors and do not necessarily represent the official position or policies of KOHS or FEMA'S Grant Program Directorate or the U.S. Department of Homeland Security." Additionally, any publication created with funding under this agreement shall bear on it the logos of the Kentucky Office of Homeland Security and U.S. Department of Homeland Security.

The Second Party agrees that, when practicable, any equipment purchased with grant funding shall be prominently marked as follows: "Purchased with funds provided by the U.S. Department of Homeland Security and the Kentucky Office of Homeland Security." Additionally, any equipment purchased with funding under this agreement shall, when practicable, bear on it the logos of the Kentucky Office of Homeland Security and U.S. Department of Homeland Security.

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The Second Party agrees to cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this agreement.

Approval of this agreement does not indicate approval of any consultant rate in excess of \$450 per day. A detailed justification must be submitted and approved by the First Party and FEMA's National Preparedness Directorate prior to obligation or expenditure of such funds.

The Second Party acknowledges that GPD reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use, for Federal government purposes: (1) the copyright in any work developed under an award or subaward; and (2) any rights of copyright to which a recipient or subrecipient purchases ownership with Federal support. The Second Party agrees to consult with KOHS and GPD regarding the allocation of any patent rights that arise from, or are purchased with this funding.

The Second Party agrees that funds utilized to establish or enhance state and local fusion centers must support the development of a statewide fusion process that corresponds with the Global Justice/Homeland Security Advisory Council (HSAC) Fusion Center Guidelines and achievement of a baseline level of capability as defined by the Fusion Capability Planning Tool.

Cooperation

Second Party must initial:

_____ It is specifically recognized by the Second Party that it is their duty to reasonably accommodate the informational requests of KOHS in a timely manner and in the form they are requested. The Second Party agrees that the sole and final authority on compliance with any Federal or State regulations, statues and guidelines with respect to the grant rests with the KOHS and as such, will ensure that every effort is made to honor that compliance guidance.

By signing this contract, the vendor agrees that electronic approvals may serve as electronic signatures.

0000020070	Document Phase Draft	Document Description Pendleton County Fiscal Court # 00-215	Page 19 of 19
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Second Party Signature: _____

Title: _____

Date: _____

Commonwealth of Kentucky, Kentucky Office of Homeland Security

Signature: _____

Title: _____

Date: _____

Approved as to form and legality:

Date: _____

In Re: Budget Account Transfers

Judge Bertram presented and read the Budget Account Transfers, whereupon Squire Whaley made a motion, Seconded by Squire Fogle that the following Budget Account Transfers be accepted and approved as presented.

20

PENDLETON COUNTY FISCAL COURT
TUESDAY NOVEMBER 11, 2008
7:00 PM

COURT ORDER TRANSFERS

BUDGET ACCOUNT TRANSFERS:

General Fund

Transfer from (01-9200-999) Reserve for Transfers to the following accounts:

01-5065-192	Election Officers Salaries/Mileage	\$ 100.00
01-5065-194	Election Tabulators	\$ 5.00
01-5405-467	Recreation Program Supplies & Equipment	\$7,500.00
01-9100-332	Legal Fees	\$ 200.00

Ambulance Fund

Transfer from (09-9200-999) Reserve for Transfers to the following accounts:

09-5140-550	Medical Supplies	\$ 500.00
-------------	------------------	-----------

INTERFUND TRANSFERS

Transfer from General Fund to Jail Fund for Operations	\$30,000.00
Transfer from General Fund to 911 Fund for Operations	\$15,000.00
Transfer from General Fund to HRA Fund for Nov. Contributions	\$ 2,119.30
Transfer from Road Fund to HRA Fund for Nov. Contributions	\$ 211.93
Transfer from 911 Fund to HRA Fund for Nov. contributions	\$ 423.86

CASH TRANSFER

Transfer from 5/3 Bank to UKB to close Account:

LOEA Fund \$13,195.73

Transfer from 5/3 Bank to UKB

Ambulance Fund \$19,000.00

Cannot close account due to Medicaid & Medicare direct deposits not
Being changed over at this time – MCA will let me know when this
Change takes place – all forms have been submitted.

Henry W. Bertram
County Judge/Executive

Date: _____

Vicky King
Fiscal Court Clerk

Date: _____

In Re: Payment of Claims

Judge Bertram presented and reviewed the Payment of Claims. Where upon a motion was made by Squire Veirs, seconded by Squire Whaley that the following claims be allowed and ordered paid out of the following funds, motion carried.

Pendleton County Fiscal Court
Voucher Claims Register

General Fund

From: 11/11/2008 To: 11/11/2008

Batch	Account No.	Account Name	Invoice	P.O. No.	Claim Description	Amount
Voucher No.	05-5104	Vendor	WALKTALK	WALK THE TALK COMPANY		
05-0111	01-5001-445-	CO, JUDGE/EXEC., OFFICE SUPPLIES	43534	018585	LEADERSHIP COURAGE BOOKS	161.35
		Printed On Check 010882				161.35
Voucher No.	05-5105	Vendor	COATTORNEY	JEFFERY DEAN		
05-0111	01-5005-165-	CO ATTORNEY SECRETARY		018661	CO ATTORNEY SECRETARY - JULY - SEPT. '08	2,138.21
05-0111	01-5005-445-	CO ATTORNEY OFFICE SUPPLIES		018661	CO ATTORNEY OFFICE SUPPLIES -JULY-SEPT. '08	2,288.79
		Printed On Check 010883				4,427.00
Voucher No.	05-5106	Vendor	KACO	KENTUCKY ASSOCIATION OF COUNTIES		
05-0111	01-5025-569-	REGISTRATION/CONFERENCES	080384	018710	2008 KACO CONFERENCE	240.00
		Printed On Check 010884				240.00
Voucher No.	05-5107	Vendor	CO CLERK	PENDLETON COUNTY CLERK		
05-0111	01-5015-445-	SHERIFF, OFFICE EXPENSE		018594	REGISTRATION FEES FOR 2008 CROWN VIC SHERIFF DEPT	15.00
		Printed On Check 010885				15.00
Voucher No.	05-5108	Vendor	MOORE'S	MOORE'S GLASS & METAL FABRICATING INC.		
05-0111	01-5065-593-	VOTING MACHINE MAINTENANCE	374486	018705	NOV. '08 GENERAL ELECTION-SET UP	1,730.05
		Printed On Check 010886				1,730.05
Voucher No.	05-5109	Vendor	BRIANTHOMP	BRIAN THOMPSON		
05-0111	01-5070-445-	P&Z OFFICE SUPPLIES		018658	REIMBURSEMENT FOR MILEAGE 42.8 @ .49 A MILE	20.88
		Printed On Check 010887				20.88
Voucher No.	05-5110	Vendor	FLEETONE	FLEETONE LLC		
05-0111	01-5070-455-	P&Z PETROLEUM PRODUCTS		018698	OCTOBER PETROLEUM PRODUCTS	106.03
05-0111	01-5205-455-	PETROLEUM PRODUCTS		018698	OCTOBER PETROLEUM PRODUCTS	307.07
05-0111	01-5210-455-	PETROLEUM PRODUCTS		018698	OCTOBER PETROLEUM PRODUCTS	111.64
		Printed On Check 010888				524.74
Voucher No.	05-5111	Vendor	WYATT'S	WYATT'S SUPERVALU		
05-0111	01-5080-411-	CUSTODIAL SUPPLIES		018520	COURTHOUSE CUSTODIAL SUPPLIES	3.05
		Printed On Check 010889				3.05
Voucher No.	05-5112	Vendor	TONY MESSM	TONY MESSMER		
05-0111	01-5090-571-	COURTHOUSE RENEWALS & REPAIRS		018704	RAKING LEAVES AT COURTHOUSE	40.00
		Printed On Check 010890				40.00
Voucher No.	05-5113	Vendor	D-C ELEVAT	D-C ELEVATOR COMPANY, INC.		
05-0111	01-5080-571-	COURTHOUSE RENEWALS & REPAIRS	135395	018673	MONTHLY MAINTENANCE ON ELEVATOR	82.50
		Printed On Check 010891				82.50
Voucher No.	05-5114	Vendor	CONRAD	CONRAD HARDWARE AND FURNITURE		
05-0111	01-5080-571-	COURTHOUSE RENEWALS & REPAIRS		018527	COURTHOUSE RENEWALS & REPAIRS	19.73
		Printed On Check 010892				19.73

Pendleton County Fiscal Court
Voucher Claims Register

General Fund
From: 11/11/2008 To: 11/11/2008

Batch	Account No.	Account Name	Invoice	P.O. No.	Claim Description	Amount
Voucher No.	05-5115	Vendor BARNES	BARNES HARDWARE AND LUMBER		Voucher Date 11/11/2008	
05-0111	01-5080-571-	COURTHOUSE RENEWALS & REPAIRS		018530	COURTHOUSE MAINTENANCE	28.99
05-0111	01-5205-403-	ANIMAL FOOD AND SUPPLIES		018530	OCTOBER KENNEL SUPPLIES	175.34
		Printed On Check 010893			Voucher Totals	204.33
Voucher No.	05-5116	Vendor RECHTIN	TOM RECHTIN HEATING, A/C & ELECTRIC CO.		Voucher Date 11/11/2008	
05-0111	01-5080-571-	COURTHOUSE RENEWALS & REPAIRS	111324	018694	CLEANED AND CHECKED BOILER SYSTEM	145.00
		Printed On Check 010894			Voucher Totals	145.00
Voucher No.	05-5117	Vendor MOBILCOM	MOBILCOMM INC		Voucher Date 11/11/2008	
05-0111	01-5085-441-	CO. PROPERTIES - MACHINERY&EQUIPMENT	714146	018587	OCTOBER MAINTENANCE CONTRACT	76.20
		Printed On Check 010895			Voucher Totals	76.20
Voucher No.	05-5118	Vendor WISEWAY	WISEWAY PLUMBING & ELECTRICAL SUPPLY		Voucher Date 11/11/2008	
05-0111	01-5085-571-	CO PROPERTIES - RENEWALS & REPAIRS	\$1814155.001	018595	LIGHTS FOR VETERANS PARK	420.00
		Printed On Check 010898			Voucher Totals	420.00
Voucher No.	05-5119	Vendor FLEETONE	FLEETONE LLC		Voucher Date 11/11/2008	
05-0111	01-5091-455-	MAPPING PETROLEUM PRODUCTS	1133270	018689	OCTOBER PETROLEUM PRODUCTS	65.05
		Printed On Check 010897			Voucher Totals	65.05
Voucher No.	05-5120	Vendor ACE	FALMOUTH ACE HARDWARE		Voucher Date 11/11/2008	
05-0111	01-5070-445-	P&Z OFFICE SUPPLIES		018551	OCTOBER SUPPLIES	7.99
05-0111	01-5091-592-	MAPPING VEHICLE MAINTENANCE & REPAIRS		018551	KEY TO JEEP	1.79
05-0111	01-5205-403-	ANIMAL FOOD AND SUPPLIES		018551	WET DRY VACCUM	35.99
		Printed On Check 010898			Voucher Totals	46.77
Voucher No.	05-5121	Vendor TRANS CARE	TRANS CARE OF KENTUCKY INC.		Voucher Date 11/11/2008	
05-0111	01-5133-315-	ADVANCE LIFE SUPPORT CONTRACT		018680	ALS CONTRACT OCT 2008	21,866.67
		Printed On Check 010899			Voucher Totals	21,866.67
Voucher No.	05-5122	Vendor PCVH	PENDLETON COUNTY VETERINARY HOSP.		Voucher Date 11/11/2008	
05-0111	01-5205-385-	VETERINARY SERVICE		018575	10 EUTHANASIA AND 2 RABIES VOUCHERS	102.00
		Printed On Check 010900			Voucher Totals	102.00
Voucher No.	05-5123	Vendor GALLS INC	GALLS INCORPORATED		Voucher Date 11/11/2008	
05-0111	01-5205-403-	ANIMAL FOOD AND SUPPLIES	5961584300030	018709	ANIMAL CONTROL UNIFORM SHIRTS	36.46
		Printed On Check 010901			Voucher Totals	36.46
Voucher No.	05-5124	Vendor PAPPY'S	PAPPY'S ARMORY		Voucher Date 11/11/2008	
05-0111	01-5205-403-	ANIMAL FOOD AND SUPPLIES	302604	018697	AMMO	18.00
		Printed On Check 010902			Voucher Totals	18.00
Voucher No.	05-5125	Vendor FAMILY	FAMILY DOLLAR STORES		Voucher Date 11/11/2008	
05-0111	01-5205-403-	ANIMAL FOOD AND SUPPLIES		018678	SUPPLIES FOR ANIMAL SHELTER	25.20
		Printed On Check 010903			Voucher Totals	25.20

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Pendleton County Fiscal Court
Voucher Claims Register

General Fund
From: 11/11/2008 To: 11/11/2008

Batch	Account No.	Account Name	Invoice	P.O. No.	Claim Description	Amount
Voucher No.	05-5126	Vendor NAPA	CARSON AUTO & TRACTOR SUPPLY, INC.		Voucher Date 11/11/2008	
05-0111	01-5210-468-	RECYCLING & LANDFILL SUPPLIES		018534	SOLID WASTE SUPPLIES	393.65
		Printed On Check 010904			Voucher Totals	393.65
Voucher No.	05-5127	Vendor PCHS GIRLS	PCHS GIRLS BASKETBALL BOOSTERS		Voucher Date 11/11/2008	
05-0111	01-5215-368-	SOLID WASTE CONTRACTED SERVICES		018679	LITTER ABATEMENT CLEANUP 10 MILES	1,000.00
		Printed On Check 010905			Voucher Totals	1,000.00
Voucher No.	05-5128	Vendor PCHS BASEB	PCHS BASEBALL BOOSTERS		Voucher Date 11/11/2008	
05-0111	01-5215-368-	SOLID WASTE CONTRACTED SERVICES		018678	LITTER ABATEMENT CLEANUP 5 MILES	500.00
		Printed On Check 010906			Voucher Totals	500.00
Voucher No.	05-5129	Vendor PCHS ROTC	PCHS ROTC		Voucher Date 11/11/2008	
05-0111	01-5215-368-	SOLID WASTE CONTRACTED SERVICES		018677	LITTER ABATEMENT CLEANUP 10 MILES	1,000.00
		Printed On Check 010907			Voucher Totals	1,000.00
Voucher No.	05-5130	Vendor TOM SEXTON	TOM SEXTON AND ASSOCIATES		Voucher Date 11/11/2008	
05-0111	01-5405-467-	RECREATION PROGRAM SUPPLIES & EQUIPT		018407	LWCF GRANT - BLEACHERS	7,500.00
		Printed On Check 010908			Voucher Totals	7,500.00
Voucher No.	05-5131	Vendor FALMOUTH	CITY OF FALMOUTH		Voucher Date 11/11/2008	
05-0111	01-5425-507-	CELEBRATIONS, FESTIVALS, PROGRAMS		018685	HOLIDAY PARADE	400.00
		Printed On Check 010909			Voucher Totals	400.00
Voucher No.	05-5132	Vendor DOUGLAS BE	DOUGLAS BECKHAM		Voucher Date 11/11/2008	
05-0111	01-8100-332-	LEGAL FEES		018700	P&Z TRAINING 8 HOURS @ \$25 AN HOUR	225.00
		Printed On Check 010910			Voucher Totals	225.00
Voucher No.	05-5133	Vendor MCA	MEDICAL CLAIMS ASSISTANCE, INC		Voucher Date 11/11/2008	
05-0111	01-9100-398-	OTHER CONTRACTED SERVICES		018556	AMBULANCE BILLINGS 8% COLLECTED	2,502.25
		Printed On Check 010911			Voucher Totals	2,502.25
Voucher No.	05-5134	Vendor KACO INS	KACO INSURANCE AGENCY		Voucher Date 11/11/2008	
05-0111	01-9100-531-	BOND PREMIUMS	B10051	018680	ANNUAL PREMIUM - PUBLIC OFFICIALS BOND CO. ATTORNE	101.50
		Printed On Check 010912			Voucher Totals	101.50
Voucher No.	05-5135	Vendor FAL OUTLOO	THE FALMOUTH OUTLOOK		Voucher Date 11/11/2008	
05-0111	01-9100-539-	LEGAL NOTICES	201	018703	LEGAL NOTICES	1,781.93
		Printed On Check 010913			Voucher Totals	1,781.93
Voucher No.	05-5136	Vendor FAL OUTLOO	THE FALMOUTH OUTLOOK		Voucher Date 11/11/2008	
05-0111	01-9100-539-	LEGAL NOTICES	204	018695	OCTOBER LEGAL NOTICES	100.53
		Printed On Check 010914			Voucher Totals	100.53
Voucher No.	05-5137	Vendor NOKYCHAMBE	NORTHERN KY CHAMBER OF COMMERCE		Voucher Date 11/11/2008	
05-0111	01-9100-551-	MEMBERSHIPS - CO.JUD.FIS CT	25488	018706	NO. KENTUCKY CHAMBER OCT. 2008 TO SEPT. 09	540.00
		Printed On Check 010915			Voucher Totals	540.00

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Pendleton County Fiscal Court

Voucher Claims Register

General Fund
From: 11/11/2008 To: 11/11/2008

Batch	Account No.	Account Name	Invoice	P.O. No.	Claim Description	Amount
Voucher No.	05-5138	Vendor	KBT	KENTUCKIANS FOR BETTER TRANSPORTATION	Voucher Date	11/11/2008
05-0111	01-8100-851-	MEMBERSHIPS - CO. JUD, FIS CT	852907	018708	KBT 2009 DUES	250.00
		Printed On Check 010916			Voucher Totals	250.00
					35 Vouchers Printed Totalling	46,364.84

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Pendleton County Fiscal Court

Voucher Claims Register

Road Fund
From: 11/11/2008 To: 11/11/2008

Batch	Account No.	Account Name	Invoice	P.O. No.	Claim Description	Amount
Voucher No.	05-5130	Vendor	HILLTOP	HILLTOP STONE LLC	Voucher Date	11/11/2008
05-0211	02-6105-400-	CRUSHED STONE & GRAVEL	852907	023354	CRUSHED STONE & GRAVEL	59.40
		Printed On Check 005480			Voucher Totals	59.40
Voucher No.	05-5140	Vendor	FLEETONE	FLEETONE LLC	Voucher Date	11/11/2008
05-0211	02-6105-455-	PETROLEUM PRODUCTS	1133270	023386	OCTOBER PETROLEUM PRODUCTS	2,797.32
		Printed On Check 005481			Voucher Totals	2,797.32
Voucher No.	05-5141	Vendor	REIS	REIS CONCRETE PRODUCTS INC.	Voucher Date	11/11/2008
05-0211	02-6105-447-	ROAD MATERIALS		023334	ROAD MATERIALS	3,449.00
		Printed On Check 005482			Voucher Totals	3,449.00
Voucher No.	05-5142	Vendor	MAGO	MAGO CONSTRUCTION CO, INC	Voucher Date	11/11/2008
05-0211	02-6105-447-	ROAD MATERIALS		023349	BLACK TOP FOR VARIOUS COUNTY ROAD	6,896.56
		Printed On Check 005483			Voucher Totals	6,896.56
Voucher No.	05-5143	Vendor	WYATT'S	WYATT'S SUPERVALU	Voucher Date	11/11/2008
05-0211	02-6105-447-	ROAD MATERIALS		023330	ROAD MATERIALS	73.88
		Printed On Check 005484			Voucher Totals	73.88
Voucher No.	05-5144	Vendor	FAB-N-WELD	FAB-N-WELD	Voucher Date	11/11/2008
05-0211	02-6105-447-	ROAD MATERIALS		023353	WELD BEANS UNDER BRIDGE ON MONROE ROAD	100.00
		Printed On Check 005485			Voucher Totals	100.00
Voucher No.	05-5145	Vendor	MOBILCOM	MOBILCOMM INC	Voucher Date	11/11/2008
05-0211	02-6105-447-	ROAD MATERIALS		023351	NOVEMBER MAINTENANCE CONTRACT	105.00
		Printed On Check 005486			Voucher Totals	105.00
Voucher No.	05-5146	Vendor	NAPA	CARSON AUTO & TRACTOR SUPPLY, INC.	Voucher Date	11/11/2008
05-0211	02-6105-447-	ROAD MATERIALS		023331	OCTOBER PARTS AND SUPPLIES	774.04
		Printed On Check 005487			Voucher Totals	774.04
Voucher No.	05-5147	Vendor	TRUCK & TR	TRUCK AND TRAILER SUPPLY	Voucher Date	11/11/2008
05-0211	02-6105-447-	ROAD MATERIALS		023355	MIRROR FOR TANKER TRUCK	50.59
		Printed On Check 005488			Voucher Totals	50.59
Voucher No.	05-5148	Vendor	PETERSONTR	PETERSON TRUCK CENTER	Voucher Date	11/11/2008
05-0211	02-6105-447-	ROAD MATERIALS		023344	ROAD MATERIALS	449.80
		Printed On Check 005489			Voucher Totals	449.80
Voucher No.	05-5149	Vendor	BARNES	BARNES HARDWARE AND LUMBER	Voucher Date	11/11/2008
05-0211	02-6105-447-	ROAD MATERIALS		023318	ROAD MATERIALS	580.90
		Printed On Check 005490			Voucher Totals	580.90
Voucher No.	05-5150	Vendor	ENGLISHFO	RON ENGLISH / ENGLISH FOUNDATIONS	Voucher Date	11/11/2008
05-0211	02-6105-447-	ROAD MATERIALS		023358	KNOXVILLE-GARDENERSVILLE BRIDGE REPAIR	3,100.00
		Printed On Check 005491			Voucher Totals	3,100.00

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Pendleton County Fiscal Court
Voucher Claims Register

Road Fund

From: 11/11/2008 To: 11/11/2008

Batch	Account No.	Account Name	Invoice	P.O. No.	Claim Description	Amount
Voucher No.	05-5151	Vendor	M&MTRUCK	HOWARD PYLES		
05-0211	02-6105-447-	ROAD MATERIALS		023356	TIRE REPAIRS	
		Printed On Check	005492			
					Voucher Date	11/11/2008
						95.00
Voucher No.	05-5152	Vendor	ACE	FALMOUTH ACE HARDWARE		
05-0211	02-6105-447-	ROAD MATERIALS		023327	OCTOBER ROAD MATERIALS	
		Printed On Check	005493			
					Voucher Totals	338.56
					Voucher Date	11/11/2008
						338.56
Voucher No.	05-5153	Vendor	ANDER, EQU	ANDERSON'S EQUIPMENT CO.		
05-0211	02-6105-447-	ROAD MATERIALS		023342	ROAD MATERIALS	
		Printed On Check	005494			
					Voucher Totals	63.62
					Voucher Date	11/11/2008
						63.62
Voucher No.	05-5154	Vendor	KY MOTOR	KENTUCKY MOTOR SERVICE FALMOUTH		
05-0211	02-6105-447-	ROAD MATERIALS		023340	ROAD MATERIALS	
		Printed On Check	005495			
					Voucher Totals	404.87
					Voucher Date	11/11/2008
						404.87
					16 Vouchers Printed Totalling	19,438.54

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Pendleton County Fiscal Court
Voucher Claims Register

Jail Fund

From: 11/11/2008 To: 11/11/2008

Batch	Account No.	Account Name	Invoice	P.O. No.	Claim Description	Amount
Voucher No.	05-5155	Vendor	BOONEJAIL	BOONE COUNTY JAIL		
05-0311	03-5101-314-	CONTRACT WITH OTHER COUNTIES		031525	OCTOBER INMATE HOUSING 282 DAYS @ \$35 A DAY	
		Printed On Check	004779			
					Voucher Totals	9,870.00
					Voucher Date	11/11/2008
						9,870.00
Voucher No.	05-5156	Vendor	SHERIFF	PENDLETON COUNTY SHERIFF		
05-0311	03-5101-399-	MISCELLANEOUS CONTRACTUAL SERVICES		031526	NOVEMBER SALARIES - TRANSPORT OFFICERS	
		Printed On Check	004780			
					Voucher Totals	5,323.57
					Voucher Date	11/11/2008
						5,323.57
Voucher No.	05-5157	Vendor	SHERIFF	PENDLETON COUNTY SHERIFF		
05-0311	03-5101-455-	PETROLEUM PRODUCTS - GAS, OIL, ETC.		031527	OCTOBER TRANSPORT 1580 MILES @ .35 A MILE	
		Printed On Check	004781			
					Voucher Totals	553.00
					Voucher Date	11/11/2008
						553.00
Voucher No.	05-5158	Vendor	FLEETONE	FLEETONE LLC		
05-0311	03-5101-455-	PETROLEUM PRODUCTS - GAS, OIL, ETC.	1133283	031523	OCTOBER PETROLEUM PRODUCTS	
		Printed On Check	004782			
					Voucher Totals	919.24
					Voucher Date	11/11/2008
						919.24
Voucher No.	05-5159	Vendor	BURLPHARMA	BURLINGTON PHARMACY		
05-0311	03-5101-549-	ROUTINE MEDICAL		031522	MEDICATION FOR INMATES K, KELLER, J. GRIFFITH	
		Printed On Check	004783			
					Voucher Totals	60.21
					Voucher Date	11/11/2008
						60.21
Voucher No.	05-5160	Vendor	KEN KELLS	KEN KELLS		
05-0311	03-5100-569-	STAFF TRAINING		031521	REIMBURSEMENT FOR TRAINING EXPENSES	
		Printed On Check	004784			
					Voucher Totals	262.52
					Voucher Date	11/11/2008
						262.52
Voucher No.	05-5161	Vendor	J & L TIRE	GARY HARDY / J&L TIRE SERVICE		
05-0311	03-5101-592-	MAINTENANCE & REPAIR - VEHICLES		031519	MAINTENANCE ON JAILER'S CARS	
		Printed On Check	004785			
					Voucher Totals	233.26
					Voucher Date	11/11/2008
						233.26
					7 Vouchers Printed Totalling	17,221.80

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Pendleton County Fiscal Court

Voucher Claims Register

L.G.E.A. Fund
From: 11/11/2008 To: 11/11/2008

Batch	Account No.	Account Name	Invoice	P.O. No.	Claim Description	Amount
Voucher No.	05-5162	Vendor ACE	FALMOUTH ACE HARDWARE		Voucher Date 11/11/2008	
05-0411	04-5135-445-	OFFICE SUPPLIES		041900	OCTOBER SUPPLIES	7.06
05-0411	04-5135-571-	RENEWALS AND REPAIRS		041900	FURNACE FILTER	21.82
		Printed On Check 001021				28.98
Voucher No.	05-5163	Vendor FLEETONE	FLEETONE LLC		Voucher Date 11/11/2008	
05-0411	04-5135-455-	EM PETROLEUM PRODUCTS		041917	OCTOBER PETROLEUM PRODUCTS	127.50
		Printed On Check 001022				127.50
Voucher No.	05-5164	Vendor TOM SEXTON	TOM SEXTON AND ASSOCIATES		Voucher Date 11/11/2008	
05-0411	04-5405-467-	RECREATION SUPPLIES		041871	BLEACHERS	941.00
		Printed On Check 001023				941.00
					Voucher Totals	
					3 Vouchers Printed Totalling	1,097.48

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Pendleton County Fiscal Court

Voucher Claims Register

Ambulance Fund
From: 11/11/2008 To: 11/11/2008

Batch	Account No.	Account Name	Invoice	P.O. No.	Claim Description	Amount
Voucher No.	05-5165	Vendor LAUNDRY	MIDWEST LAUNDRY INC.		Voucher Date 11/11/2008	
05-0911	09-5140-330-	LAUNDRY SERVICE		092361	OCTOBER LAUNDRY SERVICE	121.60
		Printed On Check 001029				121.60
Voucher No.	05-5166	Vendor PEND EMS	PENDLETON COUNTY EMS, INC.		Voucher Date 11/11/2008	
05-0911	09-5140-303-	AMBULANCE SERVICE		092363	OCTOBER 2ND RUNS, 10 RUNS @ \$90, + TAX & INSURANCE	981.20
		Printed On Check 001030				981.20
Voucher No.	05-5167	Vendor BROWN AMB	BROWN AMBULANCE SERVICE, INC.		Voucher Date 11/11/2008	
05-0911	09-5140-303-	AMBULANCE SERVICE		092359	ALS RUN L FAULKNER	125.00
		Printed On Check 001031				125.00
Voucher No.	05-5168	Vendor TERMINIX	TERMINIX PROCESSING CENTER		Voucher Date 11/11/2008	
05-0911	09-5140-346-	PEST CONTROL		092360	GENERAL PEST CONTROL AMBULANCE CRTS	430.68
		Printed On Check 001032				430.68
Voucher No.	05-5169	Vendor WYATT'S	WYATT'S SUPERVALU		Voucher Date 11/11/2008	
05-0911	09-5140-411-	CUSTODIAL SUPPLIES		092346	OCTOBER CUSTODIAL SUPPLIES	55.63
		Printed On Check 001033				55.63
Voucher No.	05-5170	Vendor MOBILCOM	MOBILCOMM INC		Voucher Date 11/11/2008	
05-0911	09-5140-441-	MACHINERY & EQUIPMENT		092362	NOVEMBER SERVICE CONTRACT & MAINTENANCE PARTS	259.68
		Printed On Check 001034				259.68
Voucher No.	05-5171	Vendor FLEETONE	FLEETONE LLC		Voucher Date 11/11/2008	
05-0911	09-5140-455-	GAS, OIL, ETC		092365	OCTOBER PETROLEUM PRODUCTS	1,915.60
		Printed On Check 001035				1,915.60
Voucher No.	05-5172	Vendor ACE	FALMOUTH ACE HARDWARE		Voucher Date 11/11/2008	
05-0911	09-5140-499-	OTHER SUPPLIES		092338	OCTOBER SUPPLIES	101.86
		Printed On Check 001036				101.86
Voucher No.	05-5173	Vendor PHARMCARE	PHARMCARE PHARMACY		Voucher Date 11/11/2008	
05-0911	09-5140-550-	MEDICAL SUPPLIES		092364	MEDICAL SUPPLIES	154.48
		Printed On Check 001039				154.48
Voucher No.	05-5174	Vendor NAPA	CARSON AUTO & TRACTOR SUPPLY, INC.		Voucher Date 11/11/2008	
05-0911	09-5140-571-	RENEWALS & REPAIRS		092343	AMBULANCE MATERIALS	90.56
		Printed On Check 001040				90.56
					Voucher Totals	
					10 Vouchers Printed Totalling	4,236.29

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Pendleton County Fiscal Court
Voucher Claims Register

911 Fund Fund
From: 11/11/2008 To: 11/11/2008

Batch	Account No.	Account Name	Invoice	P.O. No.	Claim Description	Amount
Voucher No.	05-5175	Vendor	MOBILCOM	MOBILCOMM INC	Voucher Date	11/11/2008
05-7511	75-5145-399-	MISCELLANEOUS CONTRACTUAL SERVICE		751110	OCTOBER MAINTENANCE CONTRACT DISPATCH	383.78
		Printed On Check 001828			Voucher Totals	383.78
Voucher No.	05-5178	Vendor	POST OFFIC	U S POST OFFICE	Voucher Date	11/11/2008
05-7511	75-5145-563-	911 POSTAL COSTS		751108	200 STAMPS @ .42 EA	84.00
		Printed On Check 001828			Voucher Totals	84.00
Voucher No.	05-5177	Vendor	JAMESJONES	JAMES JONES	Voucher Date	11/11/2008
05-7511	75-5145-568-	911 STAFF TRAINING		751109	TRAINING EXPENSE	243.04
		Printed On Check 001830			Voucher Totals	243.04
3 Vouchers Printed Totalling						710.82

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Pendleton County Fiscal Court
Voucher Claims Register

MH/MR Fund Fund
From: 11/11/2008 To: 11/11/2008

Batch	Account No.	Account Name	Invoice	P.O. No.	Claim Description	Amount
Voucher No.	05-5178	Vendor	NORTH KEY	NORTH KEY COMMUNITY CARE	Voucher Date	11/11/2008
05-8811	88-5233-343-	GENERAL HEALTH - MH/MR		880104	2ND QUARTER FY 08-09 PROGRAM SUPPORT	29,633.50
		Printed On Check 000529			Voucher Totals	29,633.50
Voucher No.	05-5179	Vendor	LICKING VA	LICKING VALLEY COUNSELING CENTER	Voucher Date	11/11/2008
05-8811	88-5233-343-	GENERAL HEALTH - MH/MR		880108	OCTOBER 2008 COUNSELING SESSIONS PER AGREEMENT	2,333.33
		Printed On Check 000530			Voucher Totals	2,333.33
2 Vouchers Printed Totalling						31,966.83

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In Re: Closing Remark

The Northern Pendleton Fire Department Ambulance Proposal will be discussed at the Caucus meeting to be held on Wednesday November 19th.

There will be a special called Caucus meeting held at 6:30 PM on Tuesday November 18th for the purpose of discussing ambulance service in Pendleton County.

Jeff Dean, County Attorney informed the court that he will be out of town and unable to attend the next regular scheduled meeting on November 25th.

In Re: Adjournment

A motion was made by Squire Whaley, seconded by Squire Fogle, carried that this meeting be adjourned, to meet again in regular session on November 25th, 2008 at 7:00 P.M., subject to any called meetings.

Pendleton County Judge/Executive

ATTEST: _____
Pendleton County Clerk